

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday, May 14, 2024

6:30 PM



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

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

Mayor Edmund Malkoon
Vice Mayor Randy Strauss
Commissioner Richard DeNapoli
Commissioner John A. Graziano
Commissioner Theo Pouloupoulos

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

Regular Town Commission

Tuesday, May 14, 2024, 6:30 PM
Jarvis Hall 4505 N. Ocean Drive

1. **CALL TO ORDER, MAYOR EDMUND MALKOON**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **INVOCATION by Rabbi Bentzion Singer**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
 - 5.a. Proclamation for “National Police Week” and “National Peace Officers Memorial Day”
 - 5.b. Proclamation for "National Safe Boating Week"
 - 5.c. Proclamation for "National Public Works Week"
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
 - 7.a. PBFR Public Safety Report
8. **TOWN MANAGER REPORT**
 - 8.a. Town Manager Report
 - 8.b. Visitors Center Quarterly Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
11. **CONSENT AGENDA**
12. **OLD BUSINESS**
13. **NEW BUSINESS**
 - 13.a. Resolution 2024-15: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT WITH ERICKS CONSULTANTS, INC. FOR LOBBYIST SERVICES; FINDING THAT THE AGREEMENT IS IN THE BEST INTERESTS OF THE TOWN AND EXEMPT FROM COMPETITIVE SOLICITATION PURSUANT TO SECTION IV.D OF THE TOWN PURCHASING MANUAL; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.
 - 13.b. Resolution 2024-16: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING AN AMENDMENT TO THE TOWN'S PERSONNEL

POLICIES MANUAL BY ADDING A SECOND FLOATING HOLIDAY FOR THE OBSERVANCE OF JUNETEENTH NATIONAL INDEPENDENCE DAY; PROVIDING FOR IMPLEMENTATION, CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

13.c. Special Event Application: Broward County International Coastal Cleanup 2023 & 2024

13.d. Lauderdale-By-The-Sea's 2024 July 4th Celebration

13.e. Resolution 2024-17: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, PROVIDING FOR THE APPOINTMENT OF MEMBERS TO THE CHARTER REVIEW BOARD; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

13.f. RESOLUTION 2024-18: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH ZAMBELLI FIREWORKS MANUFACTURING CO. FOR FIREWORKS DISPLAYS; FINDING THAT THE AGREEMENT IS IN THE BEST INTERESTS OF THE TOWN AND EXEMPT FROM COMPETITIVE SOLICITATION PURSUANT TO SECTION IV.L OF THE TOWN PURCHASING MANUAL; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

13.g. Historic Pier Sign

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

15.a. Ordinance 2024-05 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF PROPOSED AMENDMENTS TO THE TOWN CHARTER, PURSUANT TO SECTION 166.031, FLORIDA STATUTES, TO CHANGE THE TOWN'S GENERAL ELECTION FROM MARCH TO NOVEMBER; CALLING A SPECIAL ELECTION ON THE PROPOSED CHARTER AMENDMENTS TO BE HELD ON TUESDAY, THE 5TH DAY OF NOVEMBER 2024, IN CONJUNCTION WITH THE GENERAL ELECTION BEING HELD ON SAID DATE; PROVIDING FOR VOTING AT THE POLLS; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR INCLUSION IN THE CHARTER, SEVERABILITY AND FOR AN EFFECTIVE DATE.

16. ORDINANCES 2nd Reading

16.a. Second Reading of Ordinance 2024-03: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 2, ARTICLE V, DIVISION 3, VOLUNTEER FIREFIGHTERS' PENSION PLAN TO TERMINATE THE TOWN OF LAUDERDALE-BY-THE-SEA VOLUNTEER FIREFIGHTERS' PENSION PLAN; AMENDING SECTION 2-136 "PENSION PLAN CONTINUED, DEFINITION," 2-137, "BOARD OF TRUSTEES," 2-149 "DISTRIBUTION OF BENEFITS," AND 2-143.1, "DEFINED CONTRIBUTION COMPONENT" TO ADOPT PROCEDURES AND CRITERIA FOR TERMINATING THE PLAN; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

17. RESOLUTIONS – PUBLIC COMMENTS

- 17.a.** Resolution 2024-19: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SUPPORTING THE HILLSBORO INLET DISTRICT'S EFFORTS TO OPPOSE A PERMIT APPLICATION FOR THE HILLSBORO POINT DOCK CURRENTLY UNDER REVIEW BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE UNITED STATES DEPARTMENT OF THE ARMY CORPS OF ENGINEERS; PROVIDING THAT A COPY OF THIS RESOLUTION BE PROVIDED TO THE HILLSBORO INLET DISTRICT, ALL LOCAL GOVERNMENTS WITH REPRESENTATION ON THE HILLSBORO INLET DISTRICT BOARD OF COMMISSIONERS, AND THE STATE AND FEDERAL REVIEWING AGENCIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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: 5.a.

Town Commission Agenda Item Report

Meeting Date: May 14, 2024

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

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Proclamation for "National Police Week" and "National Peace Officers Memorial Day"

Explanation: In 1962, President Kennedy and Congress designated May 15th each year as "National Peace Officers Memorial Day" and the calendar week in which May 15th falls in, as "National Police Week", which is May 12th – 18th, 2024. This proclamation recognizes and commemorates the dedication of police officers to preserve the rights of citizens and keep them and their communities safe.

Recommendation: N/A

Exhibits:

1. Proclamation Nation Police Week

Proclamation

*Issued by the Governing Body of the
Town of Lauderdale-By-The-Sea,*

WHEREAS, In 1962, President Kennedy proclaimed May 15th as National Peace Officers Memorial Day and the calendar week in which May 15th falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and

WHEREAS, the International Association of Chiefs of Police has declared law enforcement officer safety and wellness a top priority, and the IACP's Center for Officer Safety and Wellness promotes the importance of individual, agency, family, and community safety and wellness awareness; and

WHEREAS, the members of our law enforcement agency for the Town of Lauderdale-By-The-Sea play an essential role in safeguarding the rights and freedoms of the citizens of the Town; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the police department of the Town of Lauderdale-By-The-Sea has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service.

NOW, THEREFORE, I, Edmund Malkoon, Mayor of the Town of Lauderdale-By-The-Sea, Florida, call upon all citizens of the Town of Lauderdale-By-The-Sea and upon all patriotic, civil and educational organizations to observe the

week of **May 12th-18th, 2024** as **"NATIONAL POLICE WEEK"** with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon Town citizens to observe **May 15, 2024** as **"NATIONAL PEACE OFFICERS MEMORIAL DAY"** to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

*In witness whereof we have hereunto set our
hands and caused this seal to be affixed*

Edmund Malkoon, Mayor

Katrina Adler, Town Clerk





Agenda Item No: 5.b.

Town Commission Agenda Item Report

Meeting Date: May 14, 2024

Submitted By: Edmund Malkoon, Mayor

Submitting Department: Administration

Item Type: Presentations

Agenda Section: PRESENTATIONS

Subject Title: Proclamation for "National Safe Boating Week"

Explanation: Each year, the third Saturday in May starts "National Safe Boating Week", the kick-off of the annual Safe Boating Campaign. It runs through the following Friday to serve as an important boating safety reminder before the Memorial Day weekend.

Recommendation: N/A

Exhibits:

1. National Safe Boating Week

Proclamation

*Issued by the Governing Body of the Town of
Lauderdale-By-The-Sea, Florida*

Whereas, For over 100 million Americans, boating continues to be a popular recreational activity, and

Whereas, from coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling, and fishing, and

Whereas, during National Safe Boating Week, the U.S. Coast Guard, and the National Safe Boating Council, along with federal, state, and local safe boating partners encourage all boaters to explore and enjoy America's beautiful waters responsibly, and

Whereas, safe boating begins with preparation, and

Whereas, the Coast Guard estimates that human error accounts for most boating accidents and that life jackets could prevent nearly 75 percent of boating fatalities, and

Whereas, through basic boating safety procedures – carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating – we can help ensure boaters on America's coastal, inland, and offshore waters stay safe throughout the season, and

Whereas, National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year, and

Whereas, on average, 650 people die each year in boating-related accidents in the U.S.; 75 percent of these are fatalities caused by drowning; and

Whereas, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment or environmental factors; and

Whereas, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets.

Therefore, I, Mayor Edmund Malkoon, on behalf of the Town Commission, do hereby support the goals of the Safe Boating Campaign and proclaim *May 18-24, 2024* as

"National Safe Boating Week"

and the start of the year-round effort to promote safe boating and urge all those who boat to practice safe boating habits and wear a life jacket at all times while boating.



*In witness whereof we have hereunto set our hands and caused
this seal to be affixed*

Edmund Malkoon, Mayor

Katrina Adler, Town Clerk



Agenda Item No: 5.c.

Town Commission Agenda Item Report

Meeting Date: May 14, 2024

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Presentations

Agenda Section: PRESENTATIONS

Subject Title: Proclamation for "National Public Works Week"

Explanation: Attached please find a proclamation recognizing National Public Works Week and all the hard-working employees of the Town's Public Works Department.

Recommendation: Approve the proclamation.

Exhibits:

1. National Public Works Week

Proclamation

*Issued by the Governing Body of the
Town of Lauderdale-By-The-Sea,*

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Lauderdale-By-The-Sea; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, beaches, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Lauderdale-By-The-Sea to gain knowledge of and to maintain ongoing interest and understanding of the importance of public works first responders and public works programs in their respective communities; and,

WHEREAS, the Town's Public Works Department – consisting of 20 employees who perform an incredible job of maintaining all of the Town's streets, plazas, medians, parks, grounds, beaches and buildings, and always keeps our Town looking clean and beautiful; and,

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

NOW, THEREFORE, I, Edmund Malkoon, Mayor, on behalf of the Town Commission and residents of Lauderdale-By-The-Sea, hereby designate **May 19-25, 2024** as

"National Public Works Week"

I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

*In witness whereof we have hereunto set our
hands and caused this seal to be affixed*



Edmund Malkoon, Mayor

Katrina Adler, Town Clerk



Agenda Item No: 7.a.

Town Commission Agenda Item Report

Meeting Date: May 14, 2024

Submitted By: Ashley Zalewski, Fire Inspector Ashley Zalewski

Submitting Department: Administration

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: PBFR Public Safety Report

Explanation: PBFR safety reports prepared by Fire Inspector Ashley Zalewski for the following periods:

- February 2024
- March 2024
- April 2024

Recommendation: Accept/Approve

Exhibits:

1. PBFR February 2024 Report
2. PBFR March 2024 Report
3. PBFR April 2024 Report



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 – FEBRUARY 2024

CC: PETE MCGINNIS

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

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

- Community Event- 1- Friday Night Music.

Plan Reviews and Fees:

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

Type	Amount/Number
Plans Reviewed	12
Square Footage	14,200
Plan Review Revision Fee	\$0.00
Fire/Rescue Fee	\$0.00
Total Project Cost	\$704,361.15
PBFR Plan Review Fee	\$3604.81
PBFR Tech Fee	\$72.10
New Constructions	22
Annual Inspections	4
Meetings	9

Plan Type	Plans Reviewed
30- Apartments	4
38- Business	1
90- Site Plan	7
Grand Total	12

Complaints & Notice of Violation:

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

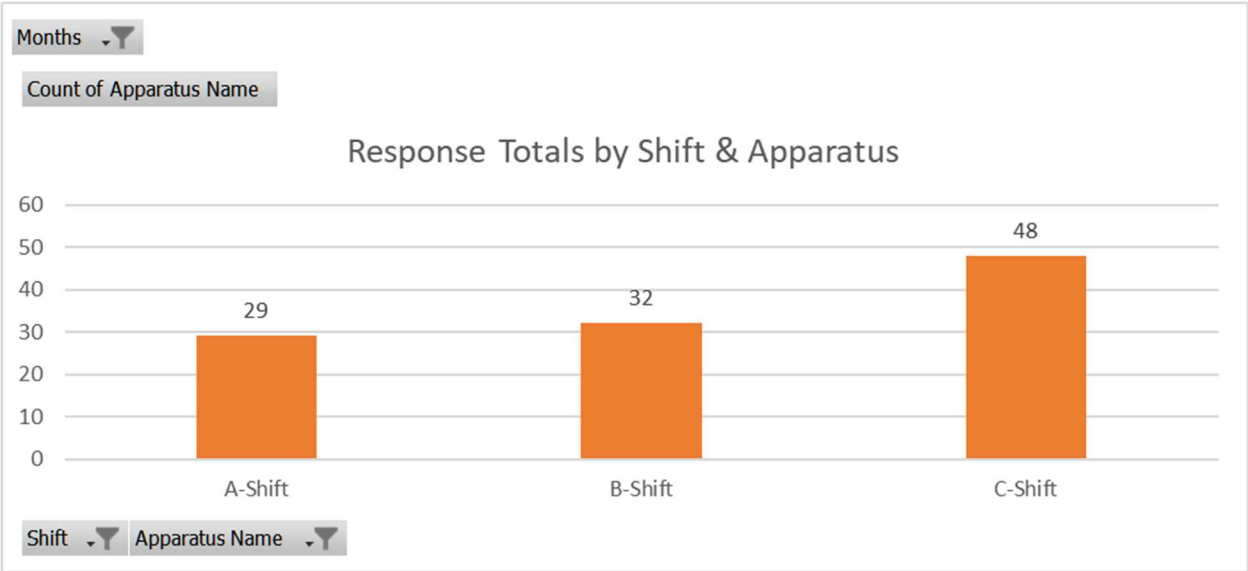
	Assigned	On Going	Completed
2/01/2024 through 2/29/24	0	0	2

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

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

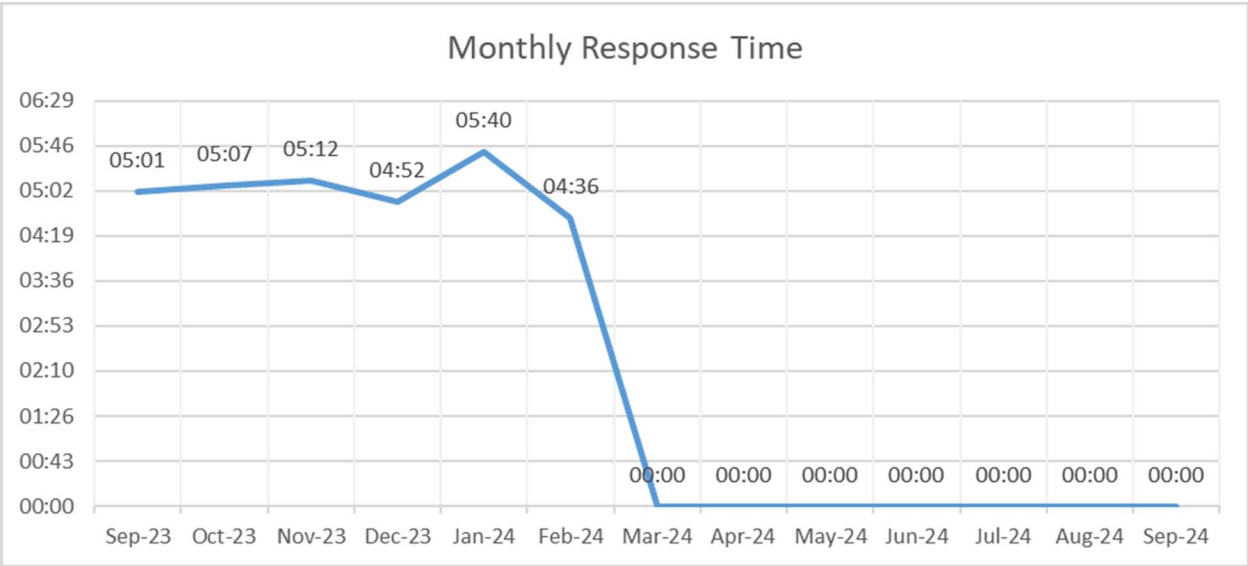
Structure Fires	Estimated Property Loss	Civilian Casualty	Civilian Deaths	Total
Structure Fires	Estimated Property Loss	Civilian Casualty	Civilian Deaths	Total
02 - Residential - Apartments	\$0.00	0	0	0
04 - Other Residential	\$0.00	0	0	0
06 - Public Assembly	\$0.00	0	0	0
09 - Stores and Offices	\$0.00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

PBFR Operational Statistics:



Total call for month: 109

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	C-Shift	R12	2/1/24 12:46 PM	2/1/24 12:50 PM	EMS call, excluding vehicle accident with injury	0:03:36
Station 12	C-Shift	E12	2/1/24 2:06 PM	2/1/24 2:13 PM	Smoke detector activation, no fire - unintentional	0:06:20
Station 12	C-Shift	R12	2/1/24 5:21 PM	2/1/24 5:27 PM	EMS call, excluding vehicle accident with injury	0:05:41
Station 12	C-Shift	R12	2/1/24 7:45 PM	2/1/24 7:49 PM	EMS call, excluding vehicle accident with injury	0:03:34
Station 12	C-Shift	R12	2/1/24 11:31 PM	2/1/24 11:39 PM	EMS call, excluding vehicle accident with injury	0:07:31
Station 12	C-Shift	R12	2/2/24 6:50 AM	2/2/24 6:54 AM	EMS call, excluding vehicle accident with injury	0:03:55
Station 12	A-Shift	R12	2/2/24 9:38 AM	2/2/24 9:40 AM	Dispatched & canceled en route	0:01:43
*Station 103	A-Shift	R12	2/2/24 11:32 AM	2/2/24 11:43 AM	EMS call, excluding vehicle accident with injury	0:10:30
Station 12	A-Shift	R12	2/2/24 2:52 PM	2/2/24 2:54 PM	No incident found on arrival at dispatch address	0:02:22
Station 12	A-Shift	R12	2/2/24 6:58 PM	2/2/24 7:05 PM	No incident found on arrival at dispatch address	0:06:51
Station 12	A-Shift	R12	2/2/24 8:02 PM	2/2/24 8:09 PM	EMS call, excluding vehicle accident with injury	0:06:56
Station 12	B-Shift	R12	2/3/24 7:19 AM	2/3/24 7:23 AM	EMS call, excluding vehicle accident with injury	0:03:53
Station 12	B-Shift	R12	2/3/24 9:57 AM	2/3/24 10:02 AM	EMS call, excluding vehicle accident with injury	0:04:50
Station 12	B-Shift	R12	2/3/24 10:46 AM	2/3/24 10:50 AM	EMS call, excluding vehicle accident with injury	0:03:17
Station 12	B-Shift	R12	2/3/24 7:41 PM	2/3/24 7:44 PM	EMS call, excluding vehicle accident with injury	0:03:36
Station 12	B-Shift	R12	2/3/24 9:28 PM	2/3/24 9:34 PM	EMS call, excluding vehicle accident with injury	0:05:43
Station 12	C-Shift	E12	2/4/24 1:02 PM	2/4/24 1:03 PM	Smoke detector activation due to malfunction	0:00:21
Station 12	C-Shift	R12	2/4/24 5:03 PM	2/4/24 5:08 PM	EMS call, excluding vehicle accident with injury	0:05:02
Station 12	C-Shift	R12	2/4/24 8:28 PM	2/4/24 8:33 PM	EMS call, excluding vehicle accident with injury	0:05:09
Station 12	C-Shift	R12	2/4/24 11:34 PM	2/4/24 11:39 PM	EMS call, excluding vehicle accident with injury	0:04:35
Station 12	C-Shift	E12	2/5/24 2:54 AM	2/5/24 2:56 AM	EMS call, excluding vehicle accident with injury	0:01:16
Station 12	C-Shift	R12	2/5/24 2:54 AM	2/5/24 3:00 AM	EMS call, excluding vehicle accident with injury	0:05:20
Station 12	A-Shift	R12	2/5/24 9:24 AM	2/5/24 9:29 AM	EMS call, excluding vehicle accident with injury	0:05:15
Station 12	A-Shift	E12	2/5/24 11:54 AM	2/5/24 11:58 AM	Unintentional transmission of alarm, other	0:04:01
Station 12	A-Shift	R12	2/5/24 5:19 PM	2/5/24 5:22 PM	EMS call, excluding vehicle accident with injury	0:03:02
Station 12	B-Shift	E12	2/6/24 9:51 AM	2/6/24 9:58 AM	Defective elevator, no occupants	0:06:12
Station 12	B-Shift	R12	2/6/24 10:07 AM	2/6/24 10:10 AM	EMS call, excluding vehicle accident with injury	0:03:30
Station 12	B-Shift	R12	2/6/24 7:59 PM	2/6/24 8:05 PM	EMS call, excluding vehicle accident with injury	0:05:13

Station 12	C-Shift	R12	2/7/24 8:02 AM	2/7/24 8:06 AM	EMS call, excluding vehicle accident with injury	0:04:27
Station 12	C-Shift	E12	2/7/24 12:42 PM	2/7/24 12:48 PM	Carbon monoxide incident	0:06:15
Station 12	C-Shift	E12	2/7/24 1:40 PM	2/7/24 1:46 PM	Dispatched & canceled en route	0:05:31
Station 12	C-Shift	E12	2/7/24 2:40 PM	2/7/24 2:45 PM	Electrocution or potential electrocution	0:04:34
Station 12	C-Shift	R12	2/7/24 3:06 PM	2/7/24 3:12 PM	Electrocution or potential electrocution	0:06:24
Station 12	C-Shift	E12	2/7/24 3:41 PM	2/7/24 3:41 PM	Arcing, shorted electrical equipment	0:00:22
Station 12	C-Shift	R12	2/7/24 6:55 PM	2/7/24 7:01 PM	EMS call, excluding vehicle accident with injury	0:05:54
Station 12	C-Shift	E12	2/7/24 8:21 PM	2/7/24 8:28 PM	Dispatched & canceled en route	0:07:25
Station 12	A-Shift	R12	2/8/24 11:06 PM	2/8/24 11:09 PM	EMS call, excluding vehicle accident with injury	0:03:26
Station 12	B-Shift	R12	2/9/24 10:42 AM	2/9/24 10:46 AM	EMS call, excluding vehicle accident with injury	0:04:12
Station 12	B-Shift	R12	2/9/24 2:38 PM	2/9/24 2:43 PM	EMS call, excluding vehicle accident with injury	0:04:40
Station 12	B-Shift	R12	2/9/24 7:23 PM	2/9/24 7:28 PM	EMS call, excluding vehicle accident with injury	0:04:57
Station 12	B-Shift	R12	2/9/24 9:05 PM	2/9/24 9:10 PM	EMS call, excluding vehicle accident with injury	0:05:04
Station 12	B-Shift	R12	2/10/24 3:54 AM	2/10/24 4:02 AM	EMS call, excluding vehicle accident with injury	0:07:30
Station 12	C-Shift	R12	2/10/24 7:43 AM	2/10/24 7:47 AM	EMS call, excluding vehicle accident with injury	0:03:44
Station 12	C-Shift	R12	2/10/24 12:34 PM	2/10/24 12:39 PM	EMS call, excluding vehicle accident with injury	0:05:06
Station 12	C-Shift	R12	2/10/24 1:36 PM	2/10/24 1:40 PM	EMS call, excluding vehicle accident with injury	0:04:09
Station 12	C-Shift	R12	2/10/24 2:17 PM	2/10/24 2:19 PM	EMS call, excluding vehicle accident with injury	0:01:50
Station 12	C-Shift	E12	2/10/24 4:34 PM	2/10/24 4:39 PM	HazMat release investigation w/no HazMat	0:04:23
Station 12	C-Shift	R12	2/10/24 5:54 PM	2/10/24 5:56 PM	EMS call, excluding vehicle accident with injury	0:02:13
Station 12	C-Shift	R12	2/10/24 6:29 PM	2/10/24 6:31 PM	EMS call, excluding vehicle accident with injury	0:02:30
Station 12	C-Shift	R12	2/11/24 12:55 AM	2/11/24 1:01 AM	EMS call, excluding vehicle accident with injury	0:05:57
Station 12	C-Shift	R12	2/11/24 7:17 AM	2/11/24 7:22 AM	EMS call, excluding vehicle accident with injury	0:04:18
Station 12	A-Shift	R12	2/11/24 8:27 PM	2/11/24 8:32 PM	EMS call, excluding vehicle accident with injury	0:05:23
Station 12	A-Shift	R12	2/12/24 3:18 AM	2/12/24 3:24 AM	EMS call, excluding vehicle accident with injury	0:05:36
Station 12	A-Shift	R12	2/12/24 5:33 AM	2/12/24 5:38 AM	EMS call, excluding vehicle accident with injury	0:05:02
*Station 11	C-Shift	R12	2/13/24 7:16 AM	2/13/24 7:23 AM	EMS call, excluding vehicle accident with injury	0:07:06
Station 12	C-Shift	R12	2/13/24 10:54 AM	2/13/24 10:58 AM	EMS call, excluding vehicle accident with injury	0:04:02
Station 12	C-Shift	R12	2/13/24 7:05 PM	2/13/24 7:10 PM	EMS call, excluding vehicle accident with injury	0:04:54
Station 12	A-Shift	R12	2/14/24 7:17 AM	2/14/24 7:25 AM	EMS call, excluding vehicle accident with injury	0:08:13

Station 12	A-Shift	R12	2/14/24 12:42 PM	2/14/24 12:48 PM	EMS call, excluding vehicle accident with injury	0:05:59
Station 12	A-Shift	R12	2/14/24 1:44 PM	2/14/24 1:44 PM	EMS call, excluding vehicle accident with injury	0:00:09
Station 12	A-Shift	R12	2/14/24 11:14 PM	2/14/24 11:17 PM	EMS call, excluding vehicle accident with injury	0:03:26
Station 12	A-Shift	R12	2/15/24 4:07 AM	2/15/24 4:14 AM	EMS call, excluding vehicle accident with injury	0:07:21
Station 12	C-Shift	R12	2/16/24 7:01 AM	2/16/24 7:09 AM	EMS call, excluding vehicle accident with injury	0:08:36
Station 12	C-Shift	R12	2/16/24 4:47 PM	2/16/24 4:48 PM	Public service	0:01:08
Station 12	C-Shift	R12	2/16/24 5:17 PM	2/16/24 5:23 PM	EMS call, excluding vehicle accident with injury	0:05:20
Station 12	C-Shift	R12	2/16/24 9:20 PM	2/16/24 9:22 PM	EMS call, excluding vehicle accident with injury	0:02:36
Station 12	A-Shift	R12	2/17/24 7:01 PM	2/17/24 7:06 PM	Motor vehicle accident with no injuries.	0:05:09
Station 12	A-Shift	R12	2/18/24 6:13 AM	2/18/24 6:18 AM	No incident found on arrival at dispatch address	0:05:07
Station 12	B-Shift	R12	2/18/24 9:56 AM	2/18/24 10:00 AM	EMS call, excluding vehicle accident with injury	0:03:31
Station 12	B-Shift	R12	2/18/24 10:49 AM	2/18/24 10:53 AM	EMS call, excluding vehicle accident with injury	0:03:45
Station 12	A-Shift	R12	2/20/24 12:35 PM	2/20/24 12:36 PM	EMS call, excluding vehicle accident with injury	0:00:12
Station 12	A-Shift	R12	2/20/24 3:17 PM	2/20/24 3:21 PM	Trench/below-grade rescue	0:03:53
Station 12	B-Shift	R12	2/21/24 10:02 AM	2/21/24 10:05 AM	EMS call, excluding vehicle accident with injury	0:02:40
Station 12	B-Shift	R12	2/21/24 11:56 AM	2/21/24 11:59 AM	EMS call, excluding vehicle accident with injury	0:03:33
Station 12	B-Shift	R12	2/21/24 2:10 PM	2/21/24 2:15 PM	EMS call, excluding vehicle accident with injury	0:05:15
Station 12	B-Shift	R12	2/21/24 3:35 PM	2/21/24 3:41 PM	EMS call, excluding vehicle accident with injury	0:05:17
Station 12	B-Shift	R12	2/21/24 5:51 PM	2/21/24 5:55 PM	EMS call, excluding vehicle accident with injury	0:03:52
Station 12	B-Shift	R12	2/21/24 7:48 PM	2/21/24 7:53 PM	EMS call, excluding vehicle accident with injury	0:05:41
Station 12	B-Shift	R12	2/21/24 9:23 PM	2/21/24 9:29 PM	EMS call, excluding vehicle accident with injury	0:05:37
Station 12	B-Shift	R12	2/22/24 1:35 AM	2/22/24 1:44 AM	EMS call, excluding vehicle accident with injury	0:08:53
Station 12	C-Shift	R12	2/22/24 11:29 AM	2/22/24 11:33 AM	EMS call, excluding vehicle accident with injury	0:04:09
Station 12	C-Shift	R12	2/22/24 3:06 PM	2/22/24 3:13 PM	EMS call, excluding vehicle accident with injury	0:07:23
Station 12	C-Shift	R12	2/22/24 10:41 PM	2/22/24 10:47 PM	EMS call, excluding vehicle accident with injury	0:06:07
Station 12	A-Shift	R12	2/23/24 10:04 AM	2/23/24 10:07 AM	No incident found on arrival at dispatch address	0:03:18
Station 12	A-Shift	R12	2/23/24 5:49 PM	2/23/24 5:52 PM	EMS call, excluding vehicle accident with injury	0:02:37
Station 12	A-Shift	R12	2/23/24 8:09 PM	2/23/24 8:11 PM	EMS call, excluding vehicle accident with injury	0:02:20
Station 12	A-Shift	R12	2/23/24 10:25 PM	2/23/24 10:29 PM	EMS call, excluding vehicle accident with injury	0:03:40
Station 12	B-Shift	R12	2/24/24 9:07 AM	2/24/24 9:12 AM	EMS call, excluding vehicle accident with injury	0:04:56

Station 12	B-Shift	R12	2/24/24 2:30 PM	2/24/24 2:35 PM	EMS call, excluding vehicle accident with injury	0:05:20
Station 12	B-Shift	R12	2/24/24 9:02 PM	2/24/24 9:07 PM	EMS call, excluding vehicle accident with injury	0:04:59
Station 12	B-Shift	R12	2/24/24 10:02 PM	2/24/24 10:07 PM	EMS call, excluding vehicle accident with injury	0:05:31
Station 12	C-Shift	R12	2/25/24 1:56 PM	2/25/24 2:02 PM	EMS call, excluding vehicle accident with injury	0:06:07
Station 12	C-Shift	R12	2/25/24 2:30 PM	2/25/24 2:31 PM	EMS call, excluding vehicle accident with injury	0:01:06
Station 12	C-Shift	R12	2/25/24 3:11 PM	2/25/24 3:11 PM	EMS call, excluding vehicle accident with injury	0:00:02
Station 12	C-Shift	R12	2/26/24 12:19 AM	2/26/24 12:25 AM	EMS call, excluding vehicle accident with injury	0:05:49
Station 12	C-Shift	R12	2/26/24 4:45 AM	2/26/24 4:52 AM	EMS call, excluding vehicle accident with injury	0:06:47
Station 12	C-Shift	R12	2/26/24 5:59 AM	2/26/24 6:04 AM	EMS call, excluding vehicle accident with injury	0:04:44
Station 12	A-Shift	R12	2/26/24 5:23 PM	2/26/24 5:26 PM	EMS call, excluding vehicle accident with injury	0:02:55
Station 12	A-Shift	R12	2/26/24 7:57 PM	2/26/24 8:01 PM	No incident found on arrival at dispatch address	0:03:52
Station 12	A-Shift	R12	2/26/24 8:38 PM	2/26/24 8:40 PM	Dispatched & canceled en route	0:01:26
Station 12	A-Shift	R12	2/26/24 8:48 PM	2/26/24 8:51 PM	Motor vehicle accident with injuries	0:03:44
Station 12	B-Shift	R12	2/27/24 1:35 PM	2/27/24 1:35 PM	EMS call, excluding vehicle accident with injury	0:00:29
Station 12	B-Shift	R12	2/27/24 5:33 PM	2/27/24 5:39 PM	EMS call, excluding vehicle accident with injury	0:05:43
Station 12	B-Shift	R12	2/27/24 6:15 PM	2/27/24 6:20 PM	EMS call, excluding vehicle accident with injury	0:04:52
Station 12	B-Shift	R12	2/27/24 11:58 PM	2/28/24 12:00 AM	No incident found on arrival at dispatch address	0:01:51
Station 12	B-Shift	R12	2/28/24 5:09 AM	2/28/24 5:13 AM	EMS call, excluding vehicle accident with injury	0:04:40
Station 12	C-Shift	R12	2/28/24 12:23 PM	2/28/24 12:27 PM	EMS call, excluding vehicle accident with injury	0:04:42
Station 12	C-Shift	R12	2/28/24 4:48 PM	2/28/24 4:52 PM	Police matter	0:03:49
Station 12	C-Shift	R12	2/28/24 8:32 PM	2/28/24 8:40 PM	EMS call, excluding vehicle accident with injury	0:07:03

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

We are working on software upgrades that will comply with contractual information that is required.





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 – MARCH 2024

CC: PETE MCGINNIS

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

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

- Community Event- 2- Taste of the Beach and Easter Egg Hunt.

Plan Reviews and Fees:

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

Type	Amount/Number
Plans Reviewed	11
Square Footage	1,770
Plan Review Revision Fee	\$0.00
Fire/Rescue Fee	\$0.00
Total Project Cost	\$1,009,234.60
PBFR Plan Review Fee	\$5,046.18
PBFR Tech Fee	\$100.92
New Constructions	4
Annual Inspections	2
Meetings	3

Plan Type	Plans Reviewed
30- Apartments	7
38- Business	0
90- Site Plan	2
28- Hotel	2
Grand Total	11

Complaints & Notice of Violation:

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

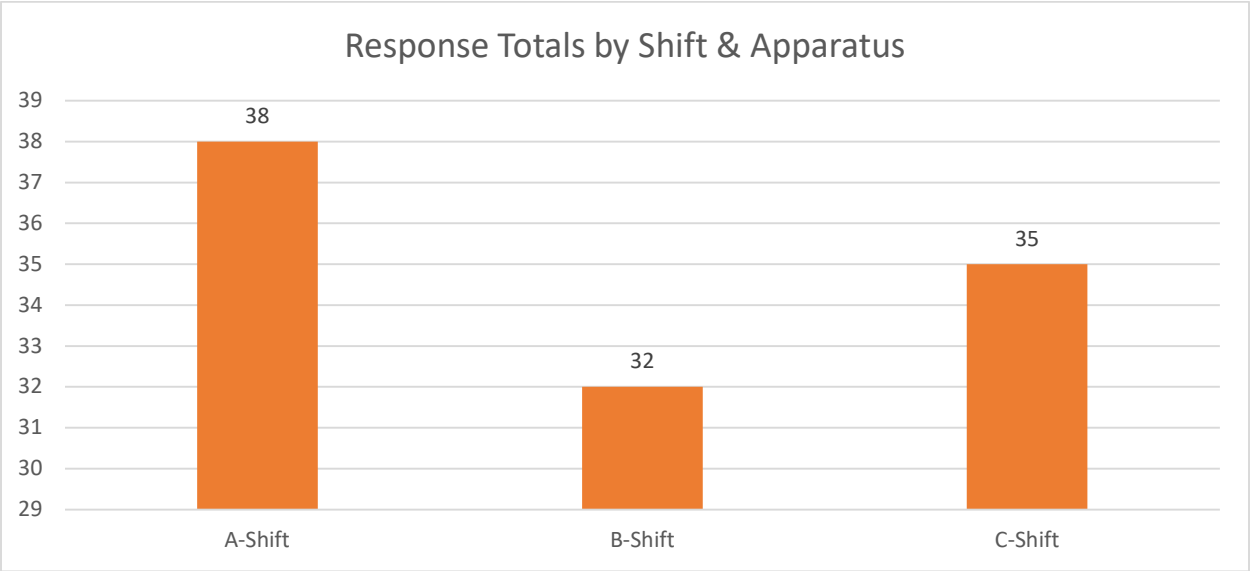
	Assigned	On Going	Completed
3/01/2024 through 3/31/24	0	0	2

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

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

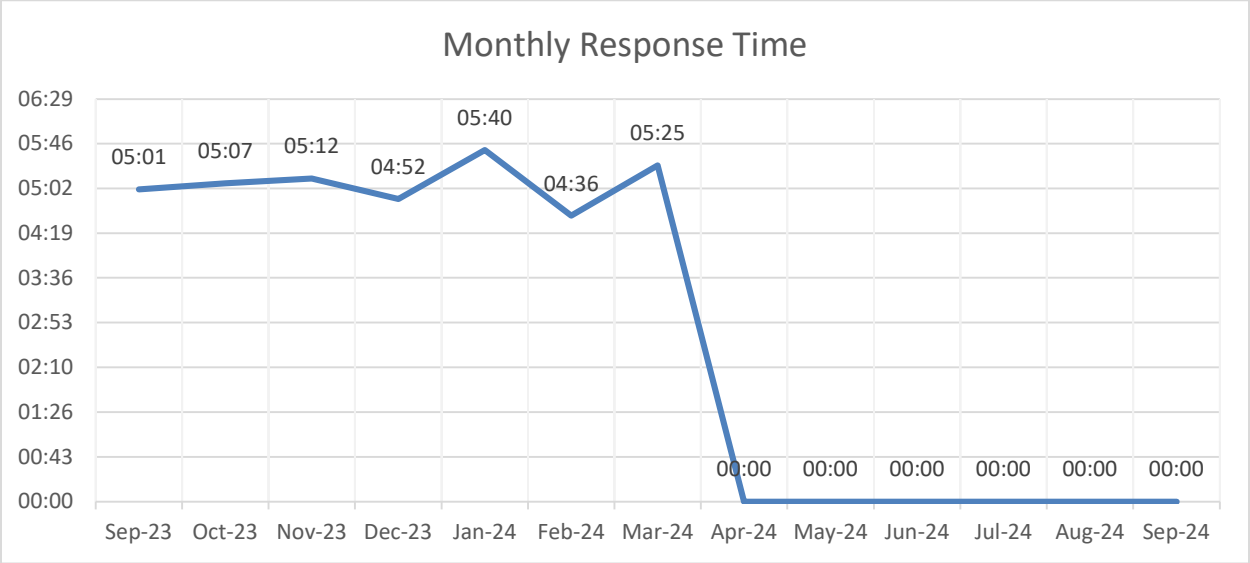
Structure Fires	Estimated Property Loss	Civilian Casualty	Civilian Deaths	Total
Structure Fires	Estimated Property Loss	Civilian Casualty	Civilian Deaths	Total
02 - Residential - Apartments	\$0.00	0	0	0
04 - Other Residential	\$0.00	0	0	0
06 - Public Assembly	\$0.00	0	0	0
09 - Stores and Offices	\$0.00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

PBFR Operational Statistics:



Total call for month: 105

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	B-Shift	R12	3/1/24 8:22 AM	3/1/24 8:28 AM	EMS call, excluding vehicle accident with injury	0:05:52
Station 12	B-Shift	R12	3/1/24 1:46 PM	3/1/24 1:57 PM	EMS call, excluding vehicle accident with injury	0:10:57
Station 12	B-Shift	R12	3/1/24 4:41 PM	3/1/24 4:46 PM	EMS call, excluding vehicle accident with injury	0:04:49
Station 12	B-Shift	R12	3/1/24 7:04 PM	3/1/24 7:08 PM	EMS call, excluding vehicle accident with injury	0:04:43
Station 12	B-Shift	R12	3/1/24 11:39 PM	3/1/24 11:47 PM	EMS call, excluding vehicle accident with injury	0:07:40
Station 12	A-Shift	R12	3/3/24 1:33 PM	3/3/24 1:38 PM	EMS call, excluding vehicle accident with injury	0:04:23
Station 12	A-Shift	R12	3/3/24 9:24 PM	3/3/24 9:31 PM	EMS call, excluding vehicle accident with injury	0:06:40
Station 12	A-Shift	R12	3/4/24 12:39 AM	3/4/24 12:46 AM	EMS call, excluding vehicle accident with injury	0:07:12
Station 12	A-Shift	R12	3/4/24 10:42 AM	3/4/24 10:47 AM	EMS call, excluding vehicle accident with injury	0:05:00
Station 12	B-Shift	R12	3/4/24 11:40 AM	3/4/24 11:52 AM	EMS call, excluding vehicle accident with injury	0:11:40
Station 12	B-Shift	R12	3/4/24 3:37 PM	3/4/24 3:43 PM	EMS call, excluding vehicle accident with injury	0:06:36
Station 12	B-Shift	R12	3/4/24 8:10 PM	3/4/24 8:14 PM	EMS call, excluding vehicle accident with injury	0:04:13
Station 12	B-Shift	R12	3/5/24 5:56 AM	3/5/24 6:05 AM	Assist invalid	0:08:45
Station 12	C-Shift	R12	3/5/24 11:49 AM	3/5/24 11:52 AM	EMS call, excluding vehicle accident with injury	0:02:36
Station 12	C-Shift	R12	3/5/24 12:15 PM	3/5/24 12:21 PM	EMS call, excluding vehicle accident with injury	0:05:59
Station 12	C-Shift	R12	3/5/24 2:37 PM	3/5/24 2:44 PM	EMS call, excluding vehicle accident with injury	0:07:03
Station 12	C-Shift	R12	3/5/24 4:50 PM	3/5/24 4:54 PM	EMS call, excluding vehicle accident with injury	0:04:42
Station 12	C-Shift	R12	3/6/24 7:01 AM	3/6/24 7:06 AM	EMS call, excluding vehicle accident with injury	0:04:12
Station 12	A-Shift	R12	3/6/24 11:56 AM	3/6/24 12:06 PM	EMS call, excluding vehicle accident with injury	0:09:38
Station 12	A-Shift	R12	3/6/24 10:40 PM	3/6/24 10:47 PM	Police matter	0:07:03
Station 11	C-Shift	R12	3/8/24 3:16 PM	3/8/24 3:23 PM	EMS call, excluding vehicle accident with injury	0:07:16
*Station 63	C-Shift	R12	3/8/24 4:33 PM	3/8/24 4:35 PM	EMS call, excluding vehicle accident with injury	0:02:15
Station 12	C-Shift	R12	3/8/24 9:46 PM	3/8/24 9:50 PM	EMS call, excluding vehicle accident with injury	0:04:23
*Station 11	A-Shift	R12	3/9/24 3:20 PM	3/9/24 3:26 PM	EMS call, excluding vehicle accident with injury	0:06:20
Station 12	A-Shift	R12	3/9/24 5:22 PM	3/9/24 5:25 PM	EMS call, excluding vehicle accident with injury	0:03:27
Station 12	A-Shift	R12	3/9/24 8:05 PM	3/9/24 8:10 PM	EMS call, excluding vehicle accident with injury	0:04:34
Station 12	A-Shift	R12	3/10/24 12:50 AM	3/10/24 12:55 AM	EMS call, excluding vehicle accident with injury	0:04:43
Station 12	B-Shift	R12	3/10/24 8:52 AM	3/10/24 8:58 AM	No incident found on arrival at dispatch address	0:06:44
Station	B-	R12	3/10/24 12:50	3/10/24 12:57	EMS call, excluding vehicle accident with	0:06:27

12	Shift		PM	PM	injury	
Station 12	B-Shift	R12	3/10/24 7:10 PM	3/10/24 7:13 PM	EMS call, excluding vehicle accident with injury	0:03:14
Station 12	B-Shift	R12	3/10/24 9:21 PM	3/10/24 9:28 PM	EMS call, excluding vehicle accident with injury	0:07:18
Station 12	B-Shift	R12	3/11/24 7:05 AM	3/11/24 7:10 AM	EMS call, excluding vehicle accident with injury	0:04:44
Station 12	C-Shift	R12	3/11/24 8:47 AM	3/11/24 8:52 AM	EMS call, excluding vehicle accident with injury	0:05:06
Station 12	C-Shift	R12	3/11/24 12:43 PM	3/11/24 12:50 PM	EMS call, excluding vehicle accident with injury	0:06:25
Station 12	C-Shift	R12	3/11/24 5:58 PM	3/11/24 6:01 PM	EMS call, excluding vehicle accident with injury	0:03:16
Station 12	C-Shift	R12	3/11/24 7:19 PM	3/11/24 7:26 PM	EMS call, excluding vehicle accident with injury	0:06:43
Station 12	C-Shift	R12	3/11/24 10:52 PM	3/11/24 10:58 PM	EMS call, excluding vehicle accident with injury	0:06:40
Station 12	A-Shift	R12	3/12/24 7:13 PM	3/12/24 7:17 PM	EMS call, excluding vehicle accident with injury	0:04:00
Station 12	A-Shift	R12	3/12/24 11:27 PM	3/12/24 11:32 PM	Dispatched & canceled en route	0:04:50
Station 12	A-Shift	R12	3/13/24 6:36 AM	3/13/24 6:40 AM	EMS call, excluding vehicle accident with injury	0:04:03
Station 12	B-Shift	R12	3/13/24 10:53 AM	3/13/24 10:59 AM	EMS call, excluding vehicle accident with injury	0:05:40
Station 12	B-Shift	R12	3/13/24 5:06 PM	3/13/24 5:10 PM	EMS call, excluding vehicle accident with injury	0:04:34
Station 12	B-Shift	R12	3/13/24 7:36 PM	3/13/24 7:37 PM	EMS call, excluding vehicle accident with injury	0:00:17
Station 12	B-Shift	R12	3/13/24 8:34 PM	3/13/24 8:41 PM	EMS call, excluding vehicle accident with injury	0:06:18
Station 12	C-Shift	R12	3/14/24 3:39 PM	3/14/24 3:54 PM	EMS call, excluding vehicle accident with injury	0:15:07
Station 12	C-Shift	R12	3/14/24 6:21 PM	3/14/24 6:24 PM	Dispatched & canceled en route	0:03:23
Station 12	C-Shift	R12	3/15/24 1:50 AM	3/15/24 1:55 AM	EMS call, excluding vehicle accident with injury	0:05:38
Station 12	C-Shift	R12	3/15/24 3:19 AM	3/15/24 3:26 AM	EMS call, excluding vehicle accident with injury	0:06:37
Station 12	C-Shift	R12	3/15/24 5:35 AM	3/15/24 5:41 AM	EMS call, excluding vehicle accident with injury	0:06:37
Station 12	A-Shift	R12	3/15/24 10:09 AM	3/15/24 10:12 AM	No incident found on arrival at dispatch address	0:02:24
Station 12	A-Shift	R12	3/15/24 1:41 PM	3/15/24 1:47 PM	EMS call, excluding vehicle accident with injury	0:06:06
Station 12	A-Shift	R12	3/15/24 4:20 PM	3/15/24 4:23 PM	EMS call, excluding vehicle accident with injury	0:03:47
Station 12	A-Shift	R12	3/15/24 5:11 PM	3/15/24 5:14 PM	EMS call, excluding vehicle accident with injury	0:03:08
Station 12	A-Shift	R12	3/15/24 9:15 PM	3/15/24 9:22 PM	EMS call, excluding vehicle accident with injury	0:07:01
Station 12	A-Shift	R12	3/15/24 11:24 PM	3/15/24 11:25 PM	Dispatched & canceled en route	0:00:56
Station 12	B-Shift	R12	3/16/24 8:54 AM	3/16/24 8:56 AM	EMS call, excluding vehicle accident with injury	0:02:27
Station 12	B-Shift	R12	3/16/24 12:14 PM	3/16/24 12:17 PM	EMS call, excluding vehicle accident with injury	0:02:52
Station 12	B-Shift	R12	3/16/24 12:45 PM	3/16/24 12:53 PM	Medical assist, assist EMS crew	0:08:35
Station 12	B-Shift	R12	3/16/24 1:34 PM	3/16/24 1:45 PM	Emergency medical service incident, other	0:11:42

Station 12	B-Shift	R12	3/16/24 4:32 PM	3/16/24 4:38 PM	EMS call, excluding vehicle accident with injury	0:05:27
Station 12	B-Shift	R12	3/16/24 6:27 PM	3/16/24 6:31 PM	Dispatched & canceled en route	0:03:54
Station 12	B-Shift	R12	3/17/24 6:01 AM	3/17/24 6:06 AM	EMS call, excluding vehicle accident with injury	0:05:40
Station 12	C-Shift	R12	3/17/24 2:19 PM	3/17/24 2:24 PM	Dispatched & canceled en route	0:05:51
Station 12	C-Shift	R12	3/17/24 4:08 PM	3/17/24 4:12 PM	EMS call, excluding vehicle accident with injury	0:03:55
Station 12	A-Shift	R12	3/17/24 4:56 PM	3/17/24 4:59 PM	EMS call, excluding vehicle accident with injury	0:03:12
Station 12	A-Shift	R12	3/17/24 5:54 PM	3/17/24 5:58 PM	EMS call, excluding vehicle accident with injury	0:03:55
Station 12	C-Shift	R12	3/17/24 8:52 PM	3/17/24 8:56 PM	EMS call, excluding vehicle accident with injury	0:03:48
Station 12	C-Shift	R12	3/18/24 3:06 AM	3/18/24 3:13 AM	EMS call, excluding vehicle accident with injury	0:07:01
Station 12	A-Shift	R12	3/18/24 9:54 AM	3/18/24 9:58 AM	No incident found on arrival at dispatch address	0:03:46
Station 12	A-Shift	R12	3/18/24 5:26 PM	3/18/24 5:31 PM	EMS call, excluding vehicle accident with injury	0:05:09
Station 12	A-Shift	R12	3/18/24 5:59 PM	3/18/24 6:04 PM	EMS call, excluding vehicle accident with injury	0:04:59
Station 12	A-Shift	R12	3/18/24 9:17 PM	3/18/24 9:23 PM	EMS call, excluding vehicle accident with injury	0:05:22
Station 12	A-Shift	R12	3/19/24 1:24 AM	3/19/24 1:29 AM	EMS call, excluding vehicle accident with injury	0:05:35
Station 12	B-Shift	R12	3/19/24 3:01 PM	3/19/24 3:05 PM	EMS call, excluding vehicle accident with injury	0:04:42
Station 12	C-Shift	R12	3/20/24 9:10 AM	3/20/24 9:14 AM	EMS call, excluding vehicle accident with injury	0:03:36
Station 12	C-Shift	R12	3/20/24 3:21 PM	3/20/24 3:26 PM	EMS call, excluding vehicle accident with injury	0:05:35
Station 12	C-Shift	R12	3/20/24 6:02 PM	3/20/24 6:06 PM	Police matter	0:03:38
Station 12	C-Shift	R12	3/20/24 9:30 PM	3/20/24 9:37 PM	EMS call, excluding vehicle accident with injury	0:07:00
Station 12	A-Shift	R12	3/21/24 8:05 AM	3/21/24 8:09 AM	EMS call, excluding vehicle accident with injury	0:04:24
Station 12	A-Shift	R12	3/21/24 8:47 AM	3/21/24 8:50 AM	EMS call, excluding vehicle accident with injury	0:03:01
Station 12	A-Shift	R12	3/21/24 2:17 PM	3/21/24 2:22 PM	EMS call, excluding vehicle accident with injury	0:04:39
Station 12	A-Shift	R12	3/22/24 2:38 AM	3/22/24 2:44 AM	Good intent call, other	0:05:33
Station 12	B-Shift	R12	3/22/24 12:47 PM	3/22/24 12:51 PM	EMS call, excluding vehicle accident with injury	0:03:37
Station 12	B-Shift	R12	3/23/24 6:19 AM	3/23/24 6:24 AM	EMS call, excluding vehicle accident with injury	0:04:49
Station 12	C-Shift	R12	3/23/24 9:09 AM	3/23/24 9:13 AM	EMS call, excluding vehicle accident with injury	0:03:41
Station 12	C-Shift	R12	3/23/24 1:25 PM	3/23/24 1:31 PM	Motor vehicle accident with no injuries.	0:06:08
Station 12	C-Shift	R12	3/23/24 9:48 PM	3/23/24 9:52 PM	EMS call, excluding vehicle accident with injury	0:04:50
Station 12	C-Shift	R12	3/24/24 3:52 AM	3/24/24 3:58 AM	EMS call, excluding vehicle accident with injury	0:06:02
Station 12	A-Shift	R12	3/24/24 10:34 AM	3/24/24 10:38 AM	EMS call, excluding vehicle accident with injury	0:04:23
Station	A-	R12	3/24/24 2:49	3/24/24 2:56	EMS call, excluding vehicle accident with	0:06:35

12	Shift		PM	PM	injury	
Station 12	A-Shift	R12	3/25/24 7:16 AM	3/25/24 7:22 AM	EMS call, excluding vehicle accident with injury	0:05:12
Station 12	B-Shift	R12	3/25/24 7:52 AM	3/25/24 8:03 AM	EMS call, excluding vehicle accident with injury	0:11:01
Station 12	B-Shift	R12	3/25/24 10:37 AM	3/25/24 10:49 AM	EMS call, excluding vehicle accident with injury	0:11:43
Station 12	B-Shift	R12	3/25/24 3:07 PM	3/25/24 3:16 PM	EMS call, excluding vehicle accident with injury	0:09:11
Station 12	C-Shift	R12	3/26/24 3:16 PM	3/26/24 3:20 PM	EMS call, excluding vehicle accident with injury	0:03:36
Station 12	C-Shift	R12	3/26/24 7:50 PM	3/26/24 7:54 PM	EMS call, excluding vehicle accident with injury	0:04:01
Station 12	C-Shift	R12	3/26/24 9:29 PM	3/26/24 9:35 PM	EMS call, excluding vehicle accident with injury	0:06:33
*Station 11	A-Shift	R12	3/27/24 8:22 AM	3/27/24 8:29 AM	EMS call, excluding vehicle accident with injury	0:06:34
Station 12	A-Shift	R12	3/27/24 1:47 PM	3/27/24 1:50 PM	EMS call, excluding vehicle accident with injury	0:03:09
Station 12	A-Shift	R12	3/27/24 4:47 PM	3/27/24 4:50 PM	EMS call, excluding vehicle accident with injury	0:03:24
Station 12	B-Shift	R12	3/28/24 10:42 PM	3/28/24 10:47 PM	EMS call, excluding vehicle accident with injury	0:04:24
Station 12	C-Shift	R12	3/30/24 3:46 AM	3/30/24 3:47 AM	EMS call, excluding vehicle accident with injury	0:01:51
Station 12	C-Shift	R12	3/30/24 5:53 AM	3/30/24 5:59 AM	EMS call, excluding vehicle accident with injury	0:05:52
Station 12	A-Shift	R12	3/30/24 6:36 PM	3/30/24 6:38 PM	EMS call, excluding vehicle accident with injury	0:01:40
Station 12	A-Shift	R12	3/30/24 9:38 PM	3/30/24 9:43 PM	EMS call, excluding vehicle accident with injury	0:04:49

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

We are working on software upgrades that will comply with contractual information that is required.





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 – APRIL 2024

CC: PETE MCGINNIS

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

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

- Community Event- 1- Friday Night Music.

Plan Reviews and Fees:

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

Type	Amount/Number
Plans Reviewed	20
Square Footage	314,296
Plan Review Revision Fee	\$75.00
Fire/Rescue Fee	\$0.00
Total Project Cost	\$1,241,362.00
PBFR Plan Review Fee	\$6263.31
PBFR Tech Fee	\$125.26
New Constructions	20
Annual Inspections	4
Meetings	11

Plan Type	Plans Reviewed
30- Apartments	10
38- Business	2
90- Site Plan	4
28- Hotel	4
Grand Total-	20

Complaints & Notice of Violation:

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

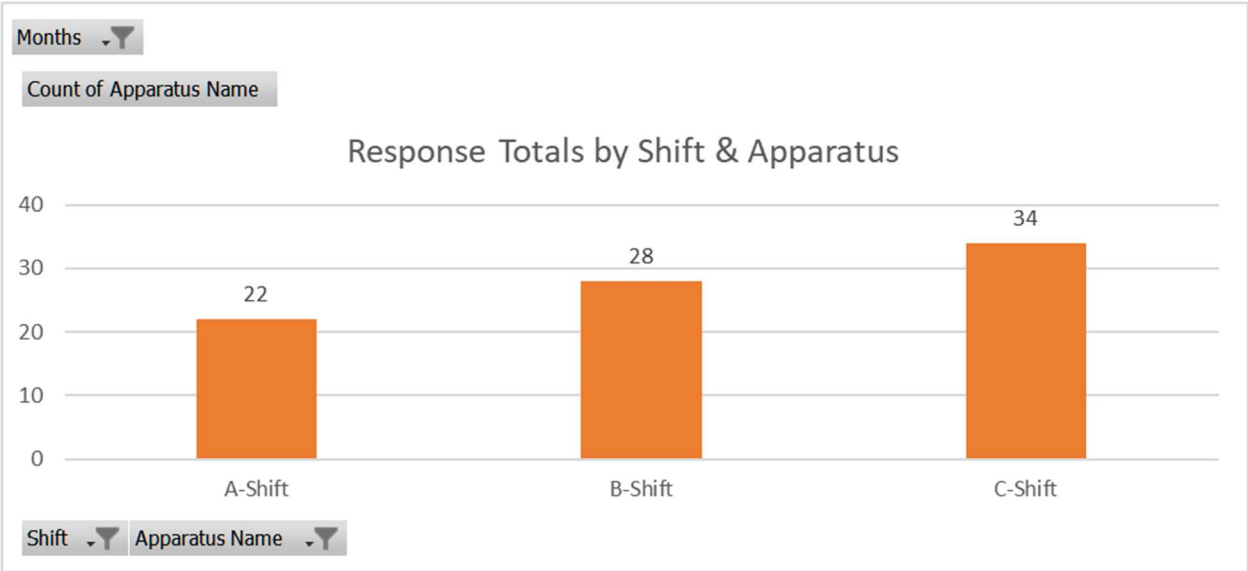
	Assigned	On Going	Completed
4/01/2024 through 4/30/24	0	0	0

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

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

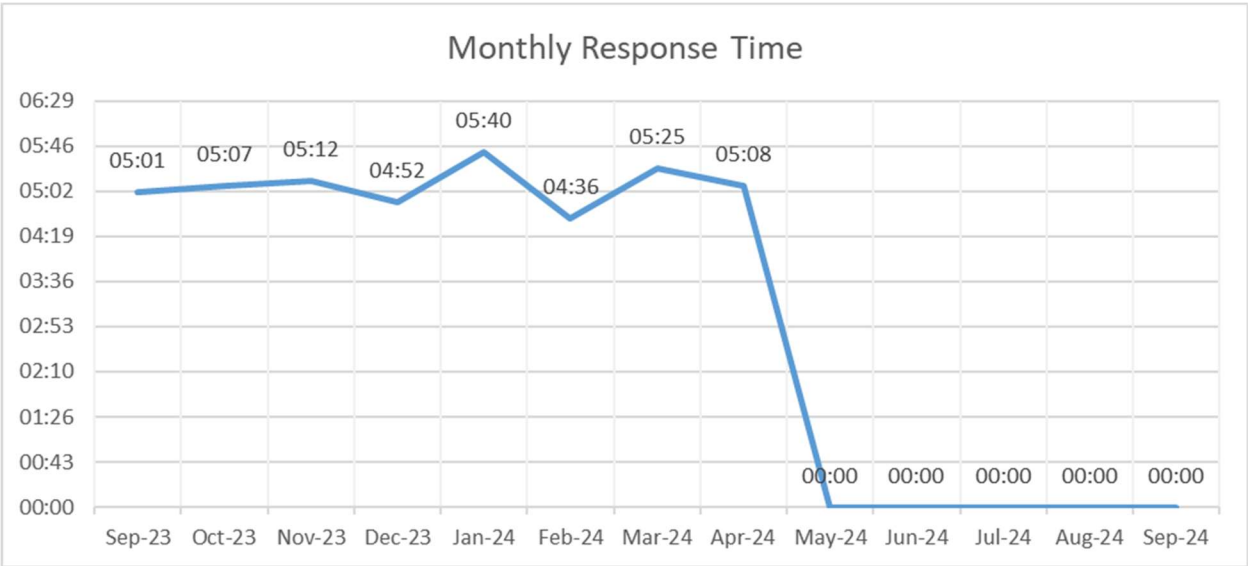
Structure Fires	Estimated Property Loss	Civilian Casualty	Civilian Deaths	Total
Structure Fires	Estimated Property Loss	Civilian Casualty	Civilian Deaths	Total
02 - Residential - Apartments	\$0.00	0	0	0
04 - Other Residential	\$0.00	0	0	0
06 - Public Assembly	\$0.00	0	0	0
09 - Stores and Offices	\$0.00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

PBFR Operational Statistics:



Total call for month: 84

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	C-Shift	R12	4/1/24 9:21 AM	4/1/24 9:31 AM	Emergency medical service incident, other	0:09:23
Station 12	C-Shift	R12	4/1/24 12:21 PM	4/1/24 12:28 PM	No incident found on arrival at dispatch address	0:06:23
Station 12	C-Shift	R12	4/1/24 2:21 PM	4/1/24 2:26 PM	EMS call, excluding vehicle accident with injury	0:04:24
Station 12	C-Shift	R12	4/1/24 6:08 PM	4/1/24 6:12 PM	No incident found on arrival at dispatch address	0:03:44
Station 12	C-Shift	R12	4/1/24 9:09 PM	4/1/24 9:14 PM	EMS call, excluding vehicle accident with injury	0:05:19
Station 12	A-Shift	R12	4/2/24 7:38 AM	4/2/24 7:45 AM	Rescue, EMS incident, other	0:06:44
Station 12	A-Shift	R12	4/2/24 8:27 PM	4/2/24 8:34 PM	Medical assist, assist EMS crew	0:06:02
Station 12	A-Shift	R12	4/2/24 9:07 PM	4/2/24 9:12 PM	EMS call, excluding vehicle accident with injury	0:05:09
Station 12	A-Shift	R12	4/3/24 12:34 AM	4/3/24 12:39 AM	EMS call, excluding vehicle accident with injury	0:04:16
Station 12	C-Shift	R12	4/4/24 11:35 AM	4/4/24 11:39 AM	EMS call, excluding vehicle accident with injury	0:04:11
Station 12	C-Shift	R12	4/4/24 10:53 PM	4/4/24 10:54 PM	EMS call, excluding vehicle accident with injury	0:00:45
Station 12	A-Shift	R12	4/5/24 8:23 AM	4/5/24 8:28 AM	No incident found on arrival at dispatch address	0:05:06
Station 12	B-Shift	R12	4/6/24 2:34 PM	4/6/24 2:39 PM	Motor vehicle accident with no injuries.	0:04:42
Station 12	B-Shift	R12	4/6/24 4:01 PM	4/6/24 4:07 PM	EMS call, excluding vehicle accident with injury	0:05:46
Station 12	C-Shift	R12	4/7/24 7:52 AM	4/7/24 7:57 AM	EMS call, excluding vehicle accident with injury	0:05:31
Station 12	C-Shift	R12	4/8/24 3:39 AM	4/8/24 3:47 AM	EMS call, excluding vehicle accident with injury	0:07:57
Station 12	A-Shift	R12	4/8/24 5:43 PM	4/8/24 5:46 PM	EMS call, excluding vehicle accident with injury	0:03:13
Station 12	A-Shift	R12	4/8/24 8:24 PM	4/8/24 8:28 PM	EMS call, excluding vehicle accident with injury	0:03:37
Station 12	B-Shift	R12	4/9/24 9:23 AM	4/9/24 9:26 AM	EMS call, excluding vehicle accident with injury	0:03:25
Station 12	B-Shift	R12	4/9/24 9:52 AM	4/9/24 9:54 AM	EMS call, excluding vehicle accident with injury	0:01:52
Station 12	B-Shift	R12	4/9/24 12:14 PM	4/9/24 12:21 PM	EMS call, excluding vehicle accident with injury	0:07:17
Station 12	B-Shift	R12	4/9/24 4:52 PM	4/9/24 5:00 PM	EMS call, excluding vehicle accident with injury	0:08:36
Station 12	B-Shift	R12	4/9/24 6:14 PM	4/9/24 6:20 PM	EMS call, excluding vehicle accident with injury	0:06:24
Station 12	B-Shift	R12	4/9/24 7:02 PM	4/9/24 7:05 PM	EMS call, excluding vehicle accident with injury	0:03:27
Station 12	B-Shift	R12	4/9/24 9:58 PM	4/9/24 10:03 PM	EMS call, excluding vehicle accident with injury	0:05:06
Station 12	C-Shift	R12	4/11/24 1:09 AM	4/11/24 1:14 AM	EMS call, excluding vehicle accident with injury	0:04:32
Station 12	A-Shift	R12	4/11/24 7:50 AM	4/11/24 7:54 AM	EMS call, excluding vehicle accident with injury	0:03:26
Station 12	A-Shift	R12	4/11/24 5:05 PM	4/11/24 5:08 PM	EMS call, excluding vehicle accident with injury	0:02:46
Station 12	A-Shift	R12	4/11/24 7:31 PM	4/11/24 7:39 PM	EMS call, excluding vehicle accident with injury	0:08:30
Station 12	A-Shift	R12	4/12/24 6:07 AM	4/12/24 6:12 AM	EMS call, excluding vehicle accident with injury	0:05:04
Station 12	B-Shift	R12	4/12/24 8:57 AM	4/12/24 9:03 AM	EMS call, excluding vehicle accident with injury	0:05:37
Station 12	B-Shift	R12	4/12/24 8:26 PM	4/12/24 8:32 PM	EMS call, excluding vehicle accident with injury	0:05:33
Station 12	B-Shift	R12	4/12/24 9:33 PM	4/12/24 9:37 PM	EMS call, excluding vehicle accident with injury	0:03:58
Station 12	B-Shift	R12	4/12/24 10:48 PM	4/12/24 10:55 PM	EMS call, excluding vehicle accident with injury	0:07:01
Station 12	C-Shift	R12	4/13/24 1:39 PM	4/13/24 1:44 PM	EMS call, excluding vehicle accident with injury	0:04:35
Station 12	C-Shift	R12	4/13/24 3:59 PM	4/13/24 4:05 PM	EMS call, excluding vehicle accident with injury	0:06:26
Station 12	C-Shift	R12	4/13/24 5:38 PM	4/13/24 5:42 PM	Emergency medical service incident, other	0:03:58
Station 12	C-Shift	R12	4/13/24 6:37 PM	4/13/24 6:43 PM	EMS call, excluding vehicle accident with injury	0:05:28
Station 12	C-Shift	R12	4/13/24 7:19 PM	4/13/24 7:22 PM	EMS call, excluding vehicle accident with injury	0:03:15
Station 12	C-Shift	R12	4/13/24 7:50 PM	4/13/24 7:53 PM	EMS call, excluding vehicle accident with injury	0:03:21

Station 12	C-Shift	R12	4/14/24 3:31 AM	4/14/24 3:35 AM	Police matter	0:03:35
Station 12	C-Shift	R12	4/14/24 4:31 PM	4/14/24 4:35 PM	EMS call, excluding vehicle accident with injury	0:03:06
Station 12	C-Shift	R12	4/14/24 5:55 PM	4/14/24 5:58 PM	Motor vehicle accident with injuries	0:02:27
Station 12	B-Shift	R12	4/15/24 6:16 PM	4/15/24 6:20 PM	EMS call, excluding vehicle accident with injury	0:04:11
Station 12	B-Shift	R12	4/16/24 6:39 AM	4/16/24 6:45 AM	EMS call, excluding vehicle accident with injury	0:05:53
Station 12	C-Shift	R12	4/16/24 5:05 PM	4/16/24 5:11 PM	EMS call, excluding vehicle accident with injury	0:05:55
Station 12	C-Shift	R12	4/16/24 6:39 PM	4/16/24 6:42 PM	EMS call, excluding vehicle accident with injury	0:03:31
Station 12	A-Shift	R12	4/17/24 2:04 PM	4/17/24 2:11 PM	EMS call, excluding vehicle accident with injury	0:06:23
Station 12	A-Shift	R12	4/17/24 6:55 PM	4/17/24 6:58 PM	EMS call, excluding vehicle accident with injury	0:03:29
Station 12	A-Shift	R12	4/17/24 8:52 PM	4/17/24 8:57 PM	Police matter	0:04:39
Station 12	B-Shift	R12	4/18/24 8:07 AM	4/18/24 8:12 AM	EMS call, excluding vehicle accident with injury	0:04:37
Station 12	B-Shift	R12	4/18/24 11:10 AM	4/18/24 11:17 AM	EMS call, excluding vehicle accident with injury	0:06:42
Station 12	B-Shift	R12	4/18/24 2:14 PM	4/18/24 2:19 PM	EMS call, excluding vehicle accident with injury	0:05:09
Station 12	B-Shift	R12	4/18/24 5:57 PM	4/18/24 6:04 PM	EMS call, excluding vehicle accident with injury	0:06:32
Station 12	B-Shift	R12	4/18/24 8:27 PM	4/18/24 8:32 PM	EMS call, excluding vehicle accident with injury	0:05:17
Station 12	C-Shift	R12	4/19/24 7:51 AM	4/19/24 7:56 AM	EMS call, excluding vehicle accident with injury	0:05:22
Station 12	C-Shift	R12	4/19/24 9:47 AM	4/19/24 9:50 AM	EMS call, excluding vehicle accident with injury	0:02:57
Station 12	C-Shift	R12	4/19/24 10:15 AM	4/19/24 10:18 AM	EMS call, excluding vehicle accident with injury	0:03:28
Station 12	C-Shift	R12	4/19/24 7:12 PM	4/19/24 7:16 PM	EMS call, excluding vehicle accident with injury	0:03:02
Station 11	C-Shift	R12	4/19/24 9:25 PM	4/19/24 9:30 PM	EMS call, excluding vehicle accident with injury	0:05:00
Station 12	A-Shift	R12	4/20/24 7:42 AM	4/20/24 7:43 AM	EMS call, excluding vehicle accident with injury	0:00:31
*Station 114	A-Shift	R12	4/20/24 7:18 PM	4/20/24 7:28 PM	EMS call, excluding vehicle accident with injury	0:09:38
Station 12	B-Shift	R12	4/21/24 7:11 AM	4/21/24 7:17 AM	EMS call, excluding vehicle accident with injury	0:05:13
Station 12	B-Shift	R12	4/21/24 2:05 PM	4/21/24 2:10 PM	EMS call, excluding vehicle accident with injury	0:05:00
Station 12	B-Shift	R12	4/21/24 5:36 PM	4/21/24 5:42 PM	EMS call, excluding vehicle accident with injury	0:05:23
Station 12	B-Shift	R12	4/21/24 9:57 PM	4/21/24 10:05 PM	EMS call, excluding vehicle accident with injury	0:07:57
Station 12	C-Shift	R12	4/22/24 2:31 PM	4/22/24 2:35 PM	EMS call, excluding vehicle accident with injury	0:04:08
Station 12	A-Shift	R12	4/23/24 10:40 PM	4/23/24 10:45 PM	EMS call, excluding vehicle accident with injury	0:04:41
Station 12	A-Shift	R12	4/24/24 4:20 AM	4/24/24 4:27 AM	EMS call, excluding vehicle accident with injury	0:06:46
Station 12	B-Shift	R12	4/24/24 7:01 PM	4/24/24 7:06 PM	EMS call, excluding vehicle accident with injury	0:04:35
Station 12	B-Shift	R12	4/24/24 10:25 PM	4/24/24 10:32 PM	EMS call, excluding vehicle accident with injury	0:06:20
Station 12	C-Shift	R12	4/25/24 8:03 AM	4/25/24 8:06 AM	EMS call, excluding vehicle accident with injury	0:02:10
Station 12	C-Shift	R12	4/25/24 10:16 PM	4/25/24 10:20 PM	EMS call, excluding vehicle accident with injury	0:04:06
Station 12	A-Shift	R12	4/27/24 12:48 AM	4/27/24 12:53 AM	EMS call, excluding vehicle accident with injury	0:05:02
Station 12	A-Shift	R12	4/27/24 11:19 AM	4/27/24 11:31 AM	EMS call, excluding vehicle accident with injury	0:12:32
*Station 11	B-Shift	R12	4/28/24 12:44 AM	4/28/24 12:58 AM	Building fire	0:13:46
Station 12	C-Shift	R12	4/28/24 9:51 AM	4/28/24 9:52 AM	EMS call, excluding vehicle accident with injury	0:00:10
Station 12	C-Shift	R12	4/28/24 1:17 PM	4/28/24 1:21 PM	EMS call, excluding vehicle accident with injury	0:03:33
Station 12	C-Shift	R12	4/28/24 5:59 PM	4/28/24 6:03 PM	EMS call, excluding vehicle accident with injury	0:03:55

Station 12	C-Shift	R12	4/28/24 10:24 PM	4/28/24 10:31 PM	EMS call, excluding vehicle accident with injury	0:06:51
Station 12	C-Shift	R12	4/28/24 11:52 PM	4/28/24 11:58 PM	Motor vehicle accident with injuries	0:05:33
Station 12	A-Shift	R12	4/29/24 10:38 AM	4/29/24 10:38 AM	EMS call, excluding vehicle accident with injury	0:00:51
Station 12	A-Shift	R12	4/29/24 9:43 PM	4/29/24 9:49 PM	EMS call, excluding vehicle accident with injury	0:05:42

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

Software upgrade should be ready by the beginning of July 2024.





Town Commission Agenda Item Report

Meeting Date: May 14, 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 May 14th.

1. Commission Chair

Traditionally, the Town Commission has selected a commission liaison to participate in the special events that are scheduled throughout the year. Staff is requesting the commission designate a Commissioner for the following events:

Event	Former Commission Liaison	Assigned To
75th Anniversary	Mayor Malkoon	
4th of July	Commissioner Poulopoulos	
Veteran's Day	Commissioner Strauss	

Commission Action: Assign liaison for the above-listed events.

2. Website Updates

The Town's contract with Civic Plus includes a website redesign. Katie Anderson has initiated this process, which is expected to take approximately 6 months. While we are in the very preliminary stages of this project, staff will be taking feedback that we have received over time to work on reconstructing the site. Our aim is to come out of this process with an attractive site that showcases our Town's whimsical brand, while offering ease of accessibility, transparency, and a convenient resource for both residents and visitors.



4. Meet Jodi Hamill

We are pleased to introduce Jodi Hamill as a new member of our Administrative team. She will be working with Karen to assist our residents and guests at the front desk. In addition, Jodi will provide administrative assistance to the Town Clerk. Jodi is a Broward County native and comes to us after working several years at Fort Lauderdale High School and loves all things Lauderdale-By-The-Sea!

5. Walking Tour

Last Friday, the Town welcomed two dozen members of the National Association of City Transportation Officials on a bicycle tour through our downtown. These professionals came from places as far away as Washington State and as near as Sarasota. The group stopped on El Mar Drive where I was able to give them the history of our downtown renaissance from 2013 to present. They were impressed with the areas walkability, loved the outdoor dining configuration and congratulated the Town Commission on the bold decision to prioritize the pedestrian over the car in our expansion of the sidewalk areas.

6. Upcoming Meetings

Date	Event	Time
May 21	Commission Workshop - Vacation Rentals	5:30 PM
May 23	Code Compliance Hearing	5:00 PM
June 5	Planning and Zoning Board Meeting	6:00 PM
June 6	Commission Ethics Training	4:00 PM

Recommendation: N/A

Exhibits: None



Town Commission Agenda Item Report

Meeting Date: May 14, 2024

Submitted By: Courtney Easley, Assistant to Town Manager

Submitting Department: Administration

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: Visitors Center Quarterly Report

Explanation:

The Visitor Center was bustling in the first quarter of 2024, with many days seeing 50-60 guests. Locals, snowbirds and vacationers all enjoy the hospitality from our part-time staff and dedicated volunteers.

Quarter at a Glance:

- **More visitors:** First quarter was very busy with an **average of 828 visitors** per month. February was the busiest with **902 walk-ins**. 1st quarter 2024 had **26% more visits** than the same period in 2023.
- **1st Quarter 2024 Merchandise Sales:** We sold \$2,713.00 worth of LBTS merchandise with Sunday being the big sales day—Farmer's Market day.
- **Big Chair Pics:** We sent **12** big chair photos for Social Media consideration in the 1st Quarter. Along with Locals and Visitors, there were many Sister's Trip photos taken on the big chair.
- **Town Topic Sign Ups:** For the 1st quarter we processed **98** forms. Go green!
- **Chamber Referrals:** We had **three** Chamber referrals in the first quarter.
- **Town Event Support:** The Visitor Center supported Taste of the Beach, the Easter Egg Hunt and many Sunday Farmer's Markets.
- **Little Free Library:** The Visitor Center coordinated the building and placement of a mid-century modern library in March on the Center grounds. The hotels were advised of the new addition so their guests knew they could take a book and share a book. Town residents, employees and the Commission are also encouraged to bring books (and take books).
- **Discoverlbts.com Visitor Center Page:** there are new photos of the center on the Visitor Center landing page!
- **Looking forward:**
 1. We're brainstorming the layout of the Town brochure, aka the Walking Map. A four-fold brochure will give more "real estate" for the town map and larger font for ease of reading! Goal is to have an updated brochure before the next season.
 2. We look forward to hosting an open house in June for Town businesses and the

Commission.

3. The Visitor Center will support upcoming Town events as needed.

Quarterly Stats & Insights

Daily Walk In Tally:

The Staff and Volunteers have a “tally sheet” and count each person who visits by day/date. Tues and Thurs were our busiest days in 1st Quarter.

1st Quarter 2024 Walk In Total									
Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total	Calls	Web
16	66	0	74	123	69		348	10	3
105	122	52	122	91	40		532	33	6
121	130	64	134	90	49		588	22	6
99	113	87	113	60	48		520	34	6
138	127	110	82	22	16		495	31	3
479	558	313	525	386	222		2483	130	24

How Did You Hear About Us?

We ask visitors to sign in and let us know how they heard about us. We also ask them to rate our service which is always “excellent” or “Five Stars.”

Q1 2024	Total Sign Ins	How?	Repeat	Sign	Local	Online	Walk By	Referral
	558	406	8.37%	7.64%	4.93%	16.01%	51.48%	13.79%

Month over Month:

Below is a **month over month** comparison of walk-in guests for 1st Quarter in 2023 vs. 2024. We were very busy in February with 902 visitors and had 26% increase in 2024 over 2023.

				24
Mos	2023	2024	Increase/'23	
Jan	651	855	23.9%	
Feb	662	902	26.6%	
Mar	533	726	26.6%	
Total	1846	2483	25.7%	

International and Domestic Travelers:

Visitors in 1st quarter were mainly FL, domestic or Canada. We also had several German guests.

Where?	Jan	Feb	Mar
Local/Florida	12	7	13
Out-of-State	159	159	83
Canada	21	40	11
Germany	5	0	9
Total	201	208	119

Part-Time and Volunteer Staff:

Volunteer hours increased by nearly 20% first quarter 2024 over 2023. We are very grateful for our team of seven volunteers and two part-time staff!

Q1 24	Part-Time	Volunteers	Total
	447.5	105.25	552.75

Merchandise Sales

With the opening of the Farmer's Market, merchandise sales increased both on Sundays and during the week at the Visitor Center. Top selling items include 75th Anniversary Beach Towels, Ballcaps and Wine Tumblers and average cost per item was about \$13.00.

DiscoverLBTS.com:

The table below shows the most popular landing pages on Discoverlbts.com, with a period over period comparison.

	Q1 23	Q1 24	% Change
Landing Page	Jan-Mar	Jan-Mar	Jan-Mar
Events	7596	7190	-5.34%
Hotels	1940	2048	5.57%
Restaurants	2620	1139	-56.53%
Diving/Snorkeling	2744	1714	-37.54%
Beaches/Parks	2069	882	-57.37%
Getting Around	1185	389	-67.17%

Summary:

We had a very successful first quarter 2024 and look forward to the rest of the year!

Recommendation:

Exhibits: None



Agenda Item No: 13.a.

Town Commission Agenda Item Report

Meeting Date: May 14, 2024

Submitted By: Courtney Easley, Assistant to Town Manager

Submitting Department: Administration

Item Type: Resolution

Agenda Section: NEW BUSINESS

Subject Title: Resolution 2024-15: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT WITH ERICKS CONSULTANTS, INC. FOR LOBBYIST SERVICES; FINDING THAT THE AGREEMENT IS IN THE BEST INTERESTS OF THE TOWN AND EXEMPT FROM COMPETITIVE SOLICITATION PURSUANT TO SECTION IV.D OF THE TOWN PURCHASING MANUAL; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

Explanation: This item is presented to the Town Commission for approval of an agreement between the Town of Lauderdale-By-The-Sea ("Town") and Ericks Consultants, Inc. ("Ericks") for Lobbyist Services. The agreement is for a two-year term, with the Commission's authorization for the Town Manager to authorize one additional two-year term. The annual cost of the agreement is for an amount not to exceed \$36,000 annually during the initial term.

Thereafter, each year within the renewal period may be subject to a price increase not to exceed five (5) percent of the total cost for the previous year.

Background

In August 2017, the Town issued Request for Proposal No. 170701 for Lobbyist Services ("RFP"). In September 2017, the Town Commission selected Ericks Consultants, Inc. ("Ericks") to provide lobbyist services to secure funding for the Palm Club Sewer System Project. On September 29, 2017, the Town and Ericks entered into an agreement for Lobbyist Services pursuant to the RFP, which expired on September 29, 2019. In October 2019, the Town entered into a new agreement with Ericks under the same terms and conditions of the original agreement and also exercised its one-year contract renewal option, which expired on October 30, 2021.

During the September 13, 2021 first budget hearing, the Town Commission expressed its desire to continue to utilize Ericks for lobbyist services and representation before the Florida Legislature. Pursuant to Section IV. D. of the Purchasing Manual, professional services may be exempted from competitive solicitation requirements upon a finding by the Town Commission that such procurement is in the best interests of the Town.

Since 2021, Ericks Consultants has worked to help secure \$500,000 for the Codrington Drive drainage project and \$1Million direct allocation in the budget to fund the design of a Public Safety building (pending the Governor's approval). In addition, the Ericks team has assisted the Town in lobbying on various legislation impacting the Town, including but not limited to, additional funding, vacation rentals, building regulations, local government actions, sovereign immunity caps and live local policy (Exhibit 1).

This agreement, an exhibit to Resolution 2024-15 (Exhibit 2), requires Ericks Consultants, Inc. to provide the following services:

1. Intergovernmental Relations: Professional representation services and advocacy before the Florida Legislature, the Governor, the Cabinet, and executive departments, agencies, offices, commissions, and other governmental units of the state of Florida with respect to all matters contained within Town's state legislative program, assigned executive branch projects, and other issues or projects of the Town as assigned by the Town.

2. Grant Funding and Appropriations: Consultant shall identify grant opportunities and pursue legislative appropriations including, but not limited to, fire and emergency services, reclaimed water projects, roadway improvement, Florida Recreation Development Assistance Program ("FRDAP"), beautification grants, public safety, environmental, and any other needs or opportunities that present themselves.

3. Agency Liaison: Consultant shall facilitate communication and coordinate meetings and activities for the Town with key contacts throughout nearly all governmental agencies the Town may need to interact with as needs arise.

4. Communication: Consultant will continue to provide, at a minimum, weekly written status reports aligned with the Town's priorities during state legislative sessions and other written status reports during non-session months to the Town Manager. This includes more frequent reports as necessary on specific bills identified as having a direct impact on the Town.

Recommendation: Adopt Resolution 2024-15, approving the Agreement with Ericks Consultants, Inc. and finding that this Agreement is in the best interests of the Town and exempt from competitive solicitation requirements, and authorizing the Town Manager to execute a two-year Agreement for Consulting Services with Ericks Consultants for Lobbyist Services with the option to renew the agreement for one two-year term.

Exhibits:

1. 2024 ECI Services for LBTS
2. Resolution 2024-15 Ericks Consultants

2023-2024 ECI Services for the Town of Lauderdale-by-the-Sea

Appropriations: ECI worked with Rep. LaMarca, Sen. Pizzo, and their staff to help secure \$1 million that would go towards design and site work for a new Public Safety facility. We ensured all forms were filed prior to deadlines, met with the chairs of the appropriations committees and subcommittees, kept our sponsors constantly apprised of our request's status during budget negotiations, and protected the funding through the budget conference. We have had multiple meetings with the Governor's Office to advocate for veto protection and continue to follow-up. We additionally helped advocate for full funding of the FRDAP (Florida Recreational Development Assistance Program) ranked list, which included \$200,000 for Friedt Park and \$50,000 for the Beach Portal. Finally, we also closely monitored funding issues of interest, such as FRS benefits and local grant funding, throughout the budget negotiations.

2024 Interim Committee Weeks and Legislative Session: October-December 2023, our team attended all interim committee weeks, monitored proposed legislation, and monitored and reported on committee meeting discussions of interest leading up to the 2024 Legislative Session. This also included Special Session 2023C (re: Israel, etc.) We also attended the designations of incoming Leadership and associated political fundraisers. This participation helped us gain insight into potential issues of focus for the Legislative Session.

During the 2024 Regular Session (January-March 2024), our team actively worked on a number of policies proposed with negative potential impacts to the Town, including: SB 280 Vacation Rentals, HB 267 Building Regulations, SB 328 Live Local 2.0, SB 1628 Local Government Actions, HB 7017 & HB 7014 Homestead Exemptions, SB 472/ HB 569 Sovereign Immunity, SB 1184 Land Use & Development Regulations, and more. We were in constant negotiations and communication with sponsors, committee chairs, committee staff, Delegation members and other key Legislators. On issues the Legislature was committed to passing, we helped to advocate and negotiate for outcomes more favorable to the Town to the greatest extent possible and ensured the Town's impacts, positions, and suggestions were shared. We also tracked, monitored, and reported on all legislation impacting the Town and global issues of import (such as property insurance, etc.)

Throughout the Session, we worked side-by-side with our Delegation members and their staff, with whom we stayed in constant communication and ensured they were informed of the specific impacts Legislation could have on the Town. We likewise worked side-by-side with the Florida League of Cities and our greater coalition of local government advocates throughout the Session- ensuring we shared our intel, strategy, and knowledge of our local ordinances and the unique aspects of Lauderdale-by-the-Sea.

Additional: We spend time outside of Tallahassee fostering our relationships with Legislators throughout the State, which enables us to more effectively access and advocate for the Town when needed. We regularly attend all conferences, policy committees, and member meetings hosted by the Florida League of Cities and Broward League of Cities throughout the year. Finally, we are always available to assist the Town with any needs that might arise- whether that is researching issues or assisting Commissioner communications with Legislators on various issues throughout the year.

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
3
4
5
6
7
8
9

WHEREAS, Ericks Consultants, Inc. (“Ericks”) has provided lobbyist services for the Town since 2017; and

WHEREAS, Ericks is familiar with the Town and its lobbying needs, and has been providing satisfactory services for the Town; and

WHEREAS, the Town wishes to enter into a new agreement with Ericks, effective July 1, 2024, through June 30, 2026, for general lobbyist services for the Town in an amount not to exceed \$36,000, annually (the “Agreement”); and

WHEREAS, the Town Manager, in her sole discretion, may renew the Agreement for one optional two (2) year term, on the same terms and conditions, except that compensation shall be mutually agreed to by the parties for an amount not to exceed five (5) percent of the annual cost for each subsequent year within the renewal period; and

WHEREAS, pursuant to Section IV.D. of the Purchasing Manual, professional services may be exempted from competitive solicitation requirements upon a finding by the Town Commission that such procurement is in the best interests of the Town; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve the Agreement with Ericks and authorize the Town Manager to execute the Agreement.

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

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

incorporated by this reference.

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

Section 3. Agreement Approved. The Agreement with Ericks Consultants, Inc. for lobbyist services, attached hereto as Exhibit “A,” is hereby approved.

Section 4. Authorization to Execute Agreement. The Town Manager is hereby authorized to execute the Agreement with Ericks for Lobbyist Services in an amount not to exceed \$36,000, annually, in substantial conformity with the attached Exhibit “A,” together with such non-substantial changes as are deemed acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

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

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

PASSED AND ADOPTED this 14 day of May, 2024.

Mayor Edmund Malkoon

Attest:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

61
62
63

Susan L. Trevarthen, Town Attorney

Town of Lauderdale-By-The-Sea
AGREEMENT FOR CONSULTING SERVICES

This Agreement for Lobbyist Services, made and entered into by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation (the “Town”) and Ericks Consultants, Inc. a Florida corporation (the “Consultant”).

WITNESSETH:

WHEREAS, since September 29, 2017, the Town has contracted with Consultant for lobbyist services; and

WHEREAS, Consultant is familiar with the Town and its lobbying needs and has been providing satisfactory services for the Town; and

WHEREAS, the parties desire to entire into a new agreement with Consultant for general lobbying services; and

WHEREAS, on May 14, 2024, the Town Commission adopted Resolution 2024-18, finding, pursuant to Section IV.D. of the Purchasing Manual, that an agreement with the Consultant is in the best interest of the Town and approving this Agreement with the Consultant.

NOW THEREFORE,

The parties, in consideration of the sum of ten dollars and other good and valuable consideration, paid in hand to each other, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. Services. Consultant, as an independent contractor, at its own cost and expense, shall perform the services described herein and as described in the Consultant’s Proposal, attached hereto and incorporated herein as **Exhibit “A.”** The services required by **Exhibit “A”** and this Agreement shall be collectively referred to as “Services.”

Consultant shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the authorized work. Consultant shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Consultant to provide the services required hereunder. The location of the services shall be determined by the Consultant.

2. Term. This Agreement shall commence on July 1, 2024 (“Effective Date”) and shall terminate on June 30, 2026 (“Initial Term”). The Town Manager may renew this Agreement, in her sole discretion, for one optional two (2) year term, on the same terms and conditions, except that compensation shall be mutually agreed to by the parties for an amount not to exceed five (5) percent of the annual cost for each subsequent year within the renewal period.

3. Compliance with Applicable Law. All work hereunder shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Town.

4. Damage to Town Property. When physically on or otherwise using Town property, Consultant shall at all times protect Town's property from all damage and shall repair or replace any damaged property caused by Consultant as determined by Town.

5. Compensation. The Town shall compensate the Consultant a total amount not to exceed \$36,000 annually during the Initial Term. Thereafter, if the Town Manager exercises the option to renew the Agreement for another two years, each year within the renewal period may be subject to a five (5) percent increase.

During the Initial Term, Consultant shall provide Town an invoice of \$3,000 once per month. Fees shall be paid in arrears each month. The Town shall pay the Consultant within 30 calendar days of receipt of an approved invoice.

6. Books and Records. Consultant shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Section 15. The Town shall have the right to audit the books and records of Consultant related to the services authorized herein upon reasonable notice provided to Consultant. Any incomplete or incorrect entry in such books and records shall be a basis for Town's disallowance and recovery of any payment to Consultant based upon such entry.

7. Indemnity. Consultant shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties for work or materials required under or related to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Consultant's performance or non-performance of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes. The provisions of this section shall survive termination of this Agreement.

8. Termination. The Town Manager may, with or without cause, terminate this Agreement upon written notice to the Consultant, effective on the date specified in the notice.

9. Notice. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties

(or their successors) at the following addresses:

For the Town: 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

For The Consultant: Candice Ericks, Managing Partner
Ericks Consultants, Inc.
205 S. Adams Street
Tallahassee, Florida 32301

10. Assignment and Changes. Consultant may not assign this Agreement. Any changes to this Agreement must be by written amendment, executed by the parties hereto.

11. Insurance. Consultant shall provide evidence of its exemption from the requirement to carry worker's compensation and shall carry the following types and limits of insurance:

\$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage; \$2,000,000 general aggregate for Products/Completed Operations; Comprehensive General Liability insurance shall include endorsements for property damage, personal injury, contractual liability, completed operations, products liability, and independent contractors coverage. The Town shall be named as an additional insured. No other insurance is required for this Agreement.

12. Entire Agreement. This writing 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.

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

14. Independent Consultant. This Agreement does not create an employee/employer or joint venture relationship between the parties. Consultant is an independent Consultant under this Agreement. Services provided by Consultant shall be by employees or sub-consultants of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security, health insurance, employee

benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the Town's worker's compensation, employment, insurance benefits or similar laws or benefits.

15. Chapter 119 (Public Records). Consultant shall comply with public records laws, as set forth in Chapter 119, Florida Statutes, and shall:

- a. Keep and maintain public records required by the Town to perform the services.
- b. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the Town.
- d. Upon completion or earlier termination of this Agreement, transfer, at no cost, to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

15.1. REQUEST FOR RECORDS; NONCOMPLIANCE.

- (a) A request to inspect or copy public records relating to this Agreement must be made directly to the Town. If the Town does not possess the requested records, the Town shall immediately notify the Consultant of the request, and the Consultant must provide the records to the Town or allow the records to be inspected or copied within a reasonable time.

- (b) If Consultant does not comply with the Town's request for records, the Town shall enforce the contract provisions in accordance with this Agreement.
- (c) A Consultant who fails to provide the public records to the Town within a reasonable time may be subject to penalties under s. 119.10.

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

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

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

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

19. No Contingent Fees. Consultant warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. No officer or employee of the Town during his or her term of employment or for one year thereafter shall have any interest, direct or indirect, in this Agreement, or the proceeds thereof. Section 2-25 of the Town Code provides that 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.

20. Scrutinized Companies.

- a. Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy

Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

21. Ethics.

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

22. Verification of Employment Eligibility. Contractor shall comply with Section 448.095, Fla. Stat., “Employment Eligibility,” including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by Contractor, Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

23. Entire Agreement. This writing 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.

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

TOWN:

CONSULTANT:

TOWN OF LAUDERDALE-BY-THE-SEA

ERICKS CONSULTANTS, INC.

By: _____
Linda Connors, Town Manager

By: _____
Candice Ericks, Managing Partner

Attest: _____
Katrina Adler, Town Clerk

Approved as to Form and Legal Sufficiency:

Susan L. Trevarthen, Town Attorney

Town of Lauderdale-By-The-Sea
AGREEMENT FOR CONSULTING SERVICES

EXHIBIT “A”

The following is a summary of services that Consultant will provide to the Town:

- 1. Intergovernmental Relations:** Consultant shall provide a full range of professional representation services and advocacy before the Florida Legislature, the Governor, the Cabinet, and executive departments, agencies, offices, commissions, and other governmental units of the state of Florida with respect to all matters contained within Town’s state legislative program, assigned executive branch projects, and other issues or projects of the Town as assigned by the Town. Consultant will cover and report on all developments and proposals that may impact the Town during the Legislative Session, interim committee weeks, and throughout the year. This includes bill tracking, committee reports, rulemaking, press conferences, emergency orders, funding packages, revenue estimates, and other events at the Federal, state, regional, and county levels. During the Legislative Session and committee weeks, Consultant acts as an extension of the Town in Tallahassee and continuously monitor all proposals and discussions for impacts to the Town. Consultant shall stay current on all legislative developments affecting local governments in Florida. Consultant will work side-by-side with the Florida League of Cities during the Legislative Session and highly-active members of the Florida Association of Intergovernmental Relations meetings in Tallahassee. At the County level, Consultant monitors all Commission meetings, and funding opportunities. Consultant shall consult with the Town Manager and administrative staff, and such other persons designated by staff regarding any legislative or executive matter that may impact the Town and take any necessary action, as determined by the Town.
- 2. Grant funding and appropriations:** Consultant shall identify grant opportunities and pursue legislative appropriations including, but not limited to, fire and emergency services, reclaimed water projects, roadway improvement, Florida Recreation Development Assistance Program (“FRDAP”), beautification grants, public safety, environmental, and any other needs or opportunities that present themselves. Consultant not only monitor for grant opportunities but maintain a dialogue with various agencies on potential opportunities- including with DEP, the Department of Economic Opportunity, the Department of Financial Services, the Governor’s Office, and more. Consultant will further maintain contact with the agencies to advise staff as needed throughout the grant application process. For legislative appropriations requests, Consultant advises on potential projects, work to secure sponsors, coordinate and advise on applications, and provide critical support to our sponsors throughout the entire process until the budget is signed. Consultant will also continue to advocate for funding priorities that reflect the Town’s agenda at both the state and local levels, notify the Town of grant opportunities, help communicate with agencies overseeing grant programs, and work to strengthen those programs that can provide benefit and relief.
- 3. Agency Liaison:** Consultant continuously cultivates and maintains close, trust-based relationships with key contacts throughout nearly all governmental agencies the Town may need to interact with. Consultant not only facilitates communication and coordinates meetings and activities for the Town with these agencies as needs arise, but we also help to strengthen and build the Town’s own beneficial relationships. Examples include working with the Legislature, Governor’s Office, County Commission and Administration, the Department of Environmental Protection, the Department of Economic Opportunity, as well as other opportunities outside the normal scope of legislative affairs that may benefit the Town. Consultant believes our relationships are the greatest asset we offer and the longer we continue to serve the Town the more those contacts identify us as a resource for the Town allowing us to work more proactively.

Town of Lauderdale-By-The-Sea
AGREEMENT FOR CONSULTING SERVICES

- 4. Communication:** Consultant will continue to provide, at a minimum, weekly written status reports aligned with the Town’s priorities during state legislative sessions and other written status reports during non-session months to the Town Manager. This includes more frequent reports as necessary on specific bills identified as having direct impact on the Town.



Town Commission Agenda Item Report

Meeting Date: May 14, 2024

Submitted By: Courtney Easley, Assistant to Town Manager

Submitting Department: Administration

Item Type: Resolution

Agenda Section: NEW BUSINESS

Subject Title: Resolution 2024-16: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING AN AMENDMENT TO THE TOWN'S PERSONNEL POLICIES MANUAL BY ADDING A SECOND FLOATING HOLIDAY FOR THE OBSERVANCE OF JUNETEENTH NATIONAL INDEPENDENCE DAY; PROVIDING FOR IMPLEMENTATION, CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

Explanation: The Town continues to provide market rate compensation and benefits packages to be competitive with other municipalities. One of these benefits, Paid Time Off (PTO), helps retain top candidates and improves team morale. The Town currently provides PTO as a Floating Holiday to employees. A Floating Holiday (also known as a "personal day") can be used for time off before or after an official holiday or for holidays not officially observed by the Town. It is commonly used for Christmas Eve, Easter or Passover. The Floating Holiday is taken at the mutual convenience of the employee and their respective department. The Floating Holiday is not compensable and cannot be accrued or transferred from one fiscal year to the next. The Town currently provides one Floating Holiday per fiscal year.

In 2021, Juneteenth became an official federal holiday. While some cities are closed on Juneteenth, others have remained open and have allowed staff a personal day to observe the holiday. Currently, the Town is open for business on Juneteenth. Staff conducted a municipal survey of data related to personal days and Juneteenth in other municipalities (Exhibit A). In order to have continued operation of Town services, staff is requesting the opportunity to observe and celebrate Juneteenth or any other non-observed holiday by adding another Floating Holiday.

Currently the Town observes the following holidays:

1. New Year's Day,
2. Martin Luther King Jr. Day,
3. Presidents' Day,
4. Memorial Day,
5. Independence Day,

6. Labor Day,
7. Veterans' Day,
8. Thanksgiving Day,
9. Day after Thanksgiving,
10. Christmas Day

Official federal holidays not observed by Town (Exhibit B):

1. Columbus Day/Indigenous People's Day (2nd Monday in October)
2. Juneteenth National Independence Day (June 19)

Financial Impact

The Town has 33 full-time employees, 2 part-time employees and one contract employee (Town Manager). The cost to add one Floating Holiday is \$10,004.91.

Recommendation: Approve Resolution 2024-16, amending the Town's Personnel Policies Manual by adding a second floating holiday.

Exhibits:

1. Resolution 2024-16 Amending Floating Holiday Personal Day
2. Exhibit A - Municipal Survey - May 2024
3. Exhibit B - Federal Holiday General Information
4. Personnel Manual - VI. Benefits; Sec. F. Holidays

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0

WHEREAS, the Town of Lauderdale-By-The-Sea (“Town”) has adopted personnel rules and regulations, which is referred to as the Personnel Policies Manual, in order to ensure that employees and prospective employees are treated in a manner consistent with applicable employment laws and regulations; and

WHEREAS, the Town recognizes eleven (11) official holidays for employees, inclusive of one floating holiday each fiscal year that must be used by the end of each fiscal year or it is forfeited; and

WHEREAS, the Town desires to add a second floating holiday to reflect the observance of Juneteenth National Independence Day (“Juneteenth”), which has been declared a federal holiday in 2021; and

WHEREAS, because any changes to the Personnel Policies Manual that relate to compensation and benefit accruals must be approved by resolution of the Town Commission, the Town wishes to make a modification to the holiday leave benefit by adding a second floating holiday for the observance of Juneteenth.

Page 52 of 236

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

SECTION 2. Amendment to Personnel Policies Manual. The Town hereby adopts the modification of the holiday leave benefit as revised and set forth in the Personnel Policies Manual attached hereto as Exhibit “A.”

SECTION 3. Implementation. The Town Manager or her designee and the Town Attorney are authorized to take all actions necessary to implement the amended provision of the Personnel Policies Manual.

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

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

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

PASSED AND ADOPTED this _____ day of _____, 2024.

Mayor Edmund Malkoon

Attest:

Katrina Adler, Town Clerk

59 (CORPORATE SEAL)

60

61

62

63

64 APPROVED AS TO FORM:

65

66

67

68

Susan L. Trevarthen, Town Attorney

69

Municipality	Personal Hours	Comments	Juneteenth - Offices Open or Closed
Coconut Creek	16		Closed
Copper City	16		Open
Davie	16	Birthday Leave; Quality Service Leave	Closed
Deerfield Beach	8		Closed
Coral Springs	40	Wellbeing Hours	Closed
Fort Lauderdale	0	No personal days; Only sick and vacation; Juneteenth not official city holiday; Has various City Juneteenth events	Open
Lauderdale Lakes	24		Closed
Hillsboro Beach	0		
Lauderdale-By-The-Sea	8		Open
Lauderhill	8	8 yrs. or less = 8 hours; 8+ yrs. = 16 hours	Closed
Lighthouse Point	8	Discussions with bargaining units	Open
Oakland Park	8		Closed
Margate	8	Juneteenth not official city holiday	Open
Parkland	16		Closed
Southwest Ranches	20	Combined with vacation hours;	
West Park	21		Closed
Wilton Manors	16		Closed
North Lauderdale	0	Department Heads only;	Closed
Pembroke Pines	0	Included in vacation time	Closed
Plantation	8		Closed
Pompano Beach	16		Closed
Sunrise	40*	Juneteenth not official city holiday: *Floating holiday, must have one year of service	Open
Weston	0	Majority of city services contracted	Closed

Juneteenth

Juneteenth is an official State and Federal holiday. Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery in the United States. June 19, 1865, was the day that General Gordon Granger announced in Galveston, Texas that the Civil War had ended, and slaves were free by order of President Abraham Lincoln. Juneteenth takes place every June 19 and is known as Freedom Day, Jubilee Day, Liberation Day, and Emancipation Day to recognize the freedom for those who were enslaved. Juneteenth became a federal holiday in 2021.

Columbus Day

Columbus Day is a national holiday in many countries of the Americas and elsewhere, and a federal holiday in the United States, which officially celebrates the anniversary of Christopher Columbus's arrival in the Americas. Since 1971, when Columbus Day became an officially recognized Federal holiday in the United States, it has been observed on the second Monday in October, as commemorated by annual Presidential proclamation noting Columbus' achievements. Some Italian Americans observe Columbus Day as a celebration of their heritage and not of Columbus himself.

Indigenous People's Day

Indigenous Peoples' Day is a holiday in the United States that celebrates and honors indigenous American peoples and commemorates their histories and cultures. It is celebrated across the United States on the second Monday in October and is an official city and state holiday in various localities. It began as a counter-celebration held on the same day as the U.S. federal holiday of Columbus Day, which honors Italian explorer Christopher Columbus.

VI. BENEFITS (Continued)

F. HOLIDAYS

1. OFFICIAL HOLIDAYS

The following shall be observed as official holidays for employees of the Town of Lauderdale-By-The-Sea:

1. New Year's Day,
2. Martin Luther King Jr. Day,
3. Presidents' Day,
4. Memorial Day,
5. Independence Day,
6. Labor Day,
7. Veterans' Day,
8. Thanksgiving Day,
9. Day after Thanksgiving,
10. Christmas Day, and
11. Floating Holiday (day of employee choice).

Floating holidays shall be credited to employees on October 1st for use within the fiscal year. Floating holidays not used by September 30th shall be forfeited, and may not be converted to previously used leave.

When a holiday observed by the Town falls on Sunday, that holiday shall be observed on Monday after the holiday. When a holiday observed by the Town falls on Saturday, the holiday shall be observed on Friday before the holiday.

When a holiday observed by the Town falls within a period of paid leave, the holiday will not be counted as a workday in computing the amount of leave debited.

When a holiday observed falls within a period of unpaid leave, the employee will not be paid for the holiday.

2. ADMINISTRATION OF HOLIDAYS & HOLIDAY PAY

To be eligible for holiday pay, an employee (with benefits) must have worked for the Town at least thirty (30) calendar days and the holiday is a normal work day or the employee was in a Pay Status.



Town Commission Agenda Item Report

Meeting Date: May 14, 2024

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

Submitting Department: Administration

Item Type: Presentation

Agenda Section: NEW BUSINESS

Subject Title: Special Event Application: Broward County International Coastal Cleanup 2023 & 2024

Explanation: Mark Hartman with Broward County ("The Applicant") has submitted a Special Event Application (**Exhibit 1**) for the County's 39th and 40th annual International Coastal Cleanup events ("The Events"). The cleanup has been hosted for many years here in Lauderdale-By-The-Sea. The application requests approval for both the 2024 and 2025 event dates - Saturday, September 21, 2024 and Saturday, September 20, 2025.

Saturday, September 21, 2024	
Saturday, September 20, 2025	
Set Up Begins	8:00 a.m.
Start of Event	9:00 a.m.
End of Event	12:00 p.m.
Cleanup Completed By	1:00 p.m.

In keeping with past years, the Applicant would like to use El Prado Park as the starting location for the Events. One banner, provided and erected by the Applicant, designating the park as the event site is planned to be on display during the hours of the event. Approximately 120 volunteers are expected to participate.

The Applicant is requesting free parking in the El Prado parking lot, and the parking lot in the front of Town Hall. In previous years, the Town has provided the Applicant with fifty (50) parking permits for each cleanup. Due to the increase in anticipated attendees from 75 to 120 for the coming years, Town is recommending seventy-five parking permits to be provided for the time frame of the event.

As this is a volunteer event presented by the County, there is no special event fee.

Recommendation: Staff recommends:

1. Approval of the Special Event Application for the 2024 and 2024 Broward County International Coastal Cleanup events with the conditions outlined in the event permit (Exhibit 2).
2. Provision of 75 parking permits per event to the Applicant to be provided to event attendees.

Exhibits:

1. SEA Intl Coastal Cleanup Sept 2024_2025
2. LBTS Permit_IntlCoastalCleanup_09.21.24



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.

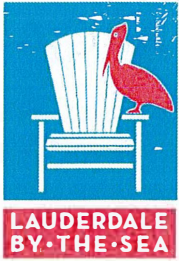
I (Applicant) have read and fully understand the above:



Signature of Applicant

Print Name: Monica K Pognon

Event Name: International Coastal Cleanup



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: International Coastal Cleanup

Event Purpose, Description and Activities: Coordinate with volunteers to clean the beach and dunes.

New Event **or Returning Event** X **Previous Attendance** 75

Day(s) and Date(s) of Event: Saturday, September 21, 2024 and September 20, 2025

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

El Prado Park

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

Participants: #Spectators #Adult volunteers: 120

Please complete the following table:

Activity	Day	Time
Start of set-up:	September 21, 2024	8:00am
Start time of the Event:	September 21, 2024	9:00 am
EVENT	September 21, 2024	9am to 12pm
End time of the Event:	September 21, 2024	12:00 pm
Start of Clean up:	September 21, 2024	12:00 pm
Clean-up completed by: (Site restored to original condition)	September 21, 2024	1:00 pm

Name and address of host or sponsoring organization:

Is applicant a Non-Profit Organization?

YES NO X

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

Person submitting Application (“Responsible Party”):

Name: Mark Hartman

Mailing address: 115 S. Andrews Ave., Room 329H, Fort Lauderdale, FL 33301

Phone: 954-519-1296

Mobile phone: 954-914-0006

Email: mhartman@broward.org

Fax: 954-519-1496

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

Name(s): Stefanie Chicko

Mailing address: Same as above

Phone: (954) 519-1465

Mobile phone: (954) 560-5029

Fax:

Evening phone:

Email: schicko@broward.org

Add information as necessary:

Will you have an event contractor or planner?

YES NO X

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 X NO

If yes, describe services requested, if any:

In past years, the City has provided buckets for volunteers to use to collect trash and (50) free parking passes to volunteers. Also, at the end of the event the City has scheduled trash pick up and recycling.

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 ☒ X

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: No

_____ 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:

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: Courtney Easley, Asst. to Town Manager Email: CourtneyE@lbts-fl.gov

Address:

Daytime phone: 954-640-4212

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: N/A

Tents: _____

Canopies: _____

Stages: _____

Bleachers: _____ 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 X

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: _____

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@lmts-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:

One approximate 3'x8' banner saying "COASTAL CLEANUP" to be hung up during the event.

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.

N/A

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)

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 ☒ X
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 ☒ X

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?
X 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	X
Do you anticipate needing code compliance officers for your Event?	YES	NO	X

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 X

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 X

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
------	---------	-------------

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 X
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 X

SALE OF MERCHANDISE

Are you requesting approval to offer other items for sale at the event? YES NO X

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 X

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 MH

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 MH

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?
X 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 _____
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.

<i>Applicant</i>	<i>Property Owner</i>
<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): _____ Date: _____	Property owner's Signature (required): _____ 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: _____ _____ 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)



Finance and Administrative Services Department

RISK MANAGEMENT DIVISION

115 S Andrews Avenue, Room 210 • Fort Lauderdale, Florida 33301 • 954-357-7200 • FAX 954-357-7180

November 13, 2023

RE: Certification of Self-Insurance - January 1, 2024 – December 31, 2024

To Whom it May Concern:

Broward County /Broward County Board of County Commissioners (Board) is a self-insured political subdivision of the State of Florida.

The liability program, in effect since May 10, 1977, operates in accordance with Florida Statutes, §768.28, and provides statutory limits on a basis for liability without waiver of sovereign immunity. This is a fully funded self-insured and self-administered program.

The workers' compensation program operates in compliance with and under the auspices of Florida Statutes, Chapter 440. This is a fully funded self-insured and self-administered program, and the Board has elected to purchase excess coverage.

Yours truly,

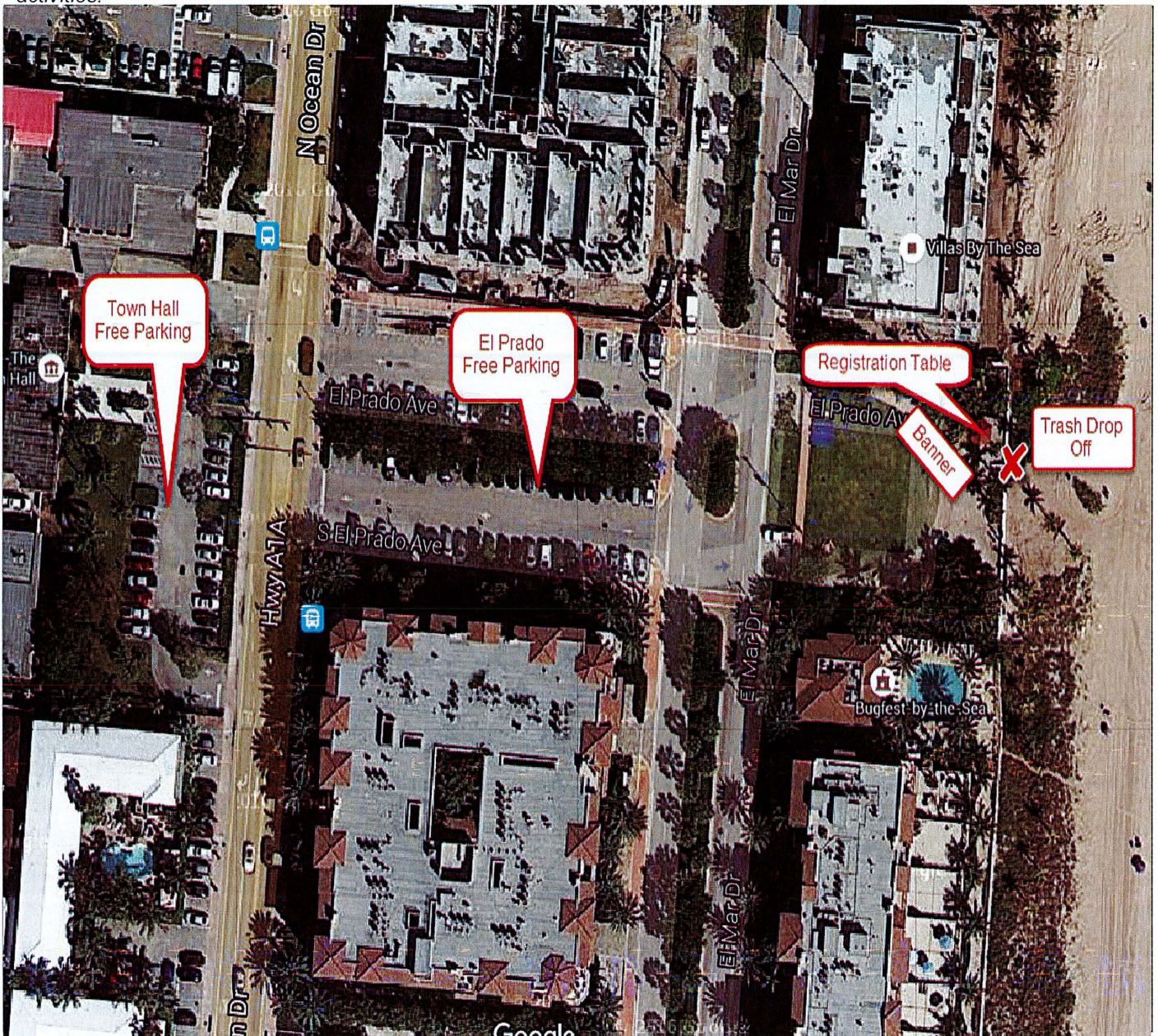
A handwritten signature in blue ink, appearing to read "Chris Clouse", is written over a light blue circular stamp.

Christopher Clouse, CPCU, ARM, AAI
Risk Manager
Broward County Risk Management Division

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.

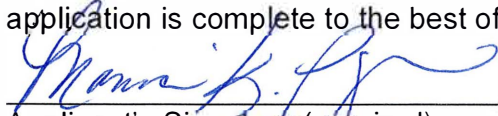


Applicant's Certification

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)

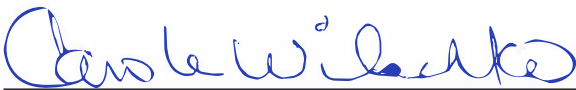
April 17, 2024
Date

Monica K. Pagnon Director/Natural Resources
Applicant's Printed Name and Title/Organization

954 519 1476
Telephone Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

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



Notary Public, State of Florida
My Commission Expires:





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

PERMIT HOLDER INFORMATION

NAME / ORGANIZATION:	Broward County	REPRESENTATIVE:	Mark Hartman
STREET ADDRESS:	115 S Andrews Ave Room 329H	CITY, STATE, ZIP:	Fort Lauderdale, FL 33301
PHONE NUMBER (S):	(954) 519-1296	EMAIL:	mhartman@broward.org

DATE AND LOCATION OF EVENT

TYPE OF EVENT:	Beach Cleanup	DATE(S) OF EVENT:	Saturday, September 21, 2024
HOUR(S) OF EVENT:	8:00 a.m. – 1:00 p.m.	ADDRESS / LOCATION OF EVENT:	El Prado Park [4500 El Mar Drive, LBTS, FL 33308]

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

Beach cleanup starting at El Prado Park. Approximately 120 participants are expected.

SATURDAY, SEPTEMBER 21, 2024	
Start of Setup:	8:00 AM
Start Time of Event:	9:00 AM
End Time of Event:	12:00 PM
Start of Cleanup:	12:00 PM
Cleanup Completed By:	1:00 PM

SPECIAL CONDITIONS

The EVENT was approved by Town Commission on May 14, 2024 with the following conditions:

1. As this is a volunteer event presented by the County, there is no special event fee.
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.
3. Road Closures, Lane Closures, and Parking Spaces:
 - a. Town will provide seventy-five (75) parking passes to the Permit Holder to be given to attendees for the hours of the event (8:00a.m. to 1:00 p.m.).
4. Setup:
 - a. Tables, chairs, stage, equipment, etc. shall not interfere with pedestrian walkways, ingress or egress.



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

- b. Sidewalks next to the Event site and within the Event shall remain open and clear for pedestrian traffic.
 - c. 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 Sheriff 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. One banner will be displayed by the Permit Holder in the event location during the hours of the event (8:00a.m. – 1:00p.m.).
7. 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.
8. 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.
9. 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.
10. 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.
11. 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



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

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.

12. 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.
13. 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 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.
14. 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.
15. 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.
16. 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.
17. Permission for the Event may be suspended or modified by the Commission, Town Manager, or designated Staff.
18. 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.
19. 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.



All necessary documents submitted.

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

TOWN REPRESENTATIVE:	
SIGNATURE:	DATE:
 KATIE ANDERSON, EVENTS & MARKETING MANAGER 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: May 14, 2024

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

Submitting Department: Administration

Item Type: Presentations

Agenda Section: NEW BUSINESS

Subject Title: Lauderdale-By-The-Sea's 2024 July 4th Celebration

Explanation: The Town's annual Fourth of July celebration (the "Event") is scheduled to take place this year on Thursday, July 4th.

As in previous years, the day-long celebration will consist of a morning parade, followed by Family Fun Day in El Prado Park, and ending with a fireworks display to cap off the festivities.

THURSDAY, JULY 4, 2024	
Parade	10:00 AM - 11:00 AM
Family Fun Day	11:00 AM - 2:00 PM
Fireworks Display	9:00 PM - 9:20 PM

The Town has budgeted \$46,000 for this event, with the largest expense being the \$25,000 fireworks production.

Preparation for the Event begins several days prior to the event date, with Staff and BSO coordinating the set-up of an emergency lane along the beach. Portable restrooms are delivered to the El Prado Parking Lot the day prior, and logistical items, such as french barricades and water barricades, are staged in the appropriate locations for ease of placement on Thursday morning.

On Thursday July 4th, staging for the parade begins at 8:00 AM behind Town Hall.

Participants will line up starting behind Town Hall, and snake south along Bougainvilla Drive. Following welcome remarks by the Event Chairman and Mayor, the Pledge of Allegiance, and singing of the National Anthem, the parade will kick off promptly at 9:00 AM with the siren of the fire truck. The parade route runs North along Bougainvilla, East on Washingtonia, and then South down El Mar Drive until participants reach Hibiscus Ave, where the parade ends.

Family Fun Day takes place in El Prado Park from 11:00 AM - 2:00 PM. This portion of the

celebration features an oversized water slide, DJ, food and beverage offerings, and other entertainment.

The Event concludes with a fireworks display put on by Zambelli Fireworks. The 20 minute display is broken down into a 20 second opening, 18 minute feature presentation, and a 60 second grand finale.

In preparation for this portion of the Event, Staff has:

1. Asked FDG to use the 4560 El Mar lot for our fireworks display. If they refuse our request, El Prado Park Beach is the backup location.
2. Prepared the FDEP Field Permit for fireworks display on the beach.
3. Coordinated with Broward Sheriff's Office to submit the FDOT Permit Application requesting the Commercial Bridge remain in the down position prior to, during, and just after the fireworks display.

Recommendation: Staff is recommending approval of the Fourth of July celebration consisting of the annual parade, Family Fun Day, and fireworks display.

Exhibits:

1. 2024 July4 Commission Presentation



2024 Fourth of July Celebration

PRESENTED BY: Katie Anderson
Events & Marketing Manager

FOURTH OF JULY CELEBRATION

THURSDAY, JULY 4, 2024	
Parade	10:00 AM – 11:00 AM
Family Fun Day	11:00 AM – 2:00 PM
Fireworks Production	9:00 PM – 9:20 PM

PARADE



FAMILY FUN DAY



FIREWORKS



LAUDERDALE
BY THE SEA



THANK YOU





Town Commission Agenda Item Report

Meeting Date: May 14, 2024

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Resolution

Agenda Section: NEW BUSINESS

Subject Title: Resolution 2024-17: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, PROVIDING FOR THE APPOINTMENT OF MEMBERS TO THE CHARTER REVIEW BOARD; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Explanation: The Town's Charter establishes the framework for how our municipality operates in terms of our structure, responsibilities, functions and processes. Section 2.7 of the Town's Charter states:

"As often as the Town Commission may deem necessary, but in any event, not less frequently than every twelve (12) years, the terms and provisions of this Charter shall be reviewed."

The Charter was last reviewed in 2012, resulting in questions being placed on the ballot in March 2014 and a number of charter amendments being approved by the voters. The Charter, as amended by these changes and filed with the State, is shown in **Exhibit 1**.

If the Commission would like to follow past practice, a Board can be appointed to review the Charter and make recommendations to the Commission for any proposed changes. These proposals would be reviewed by the Commission and, if the Commission approves, would be presented to the community for a vote. Ultimately, a change to the Charter requires a majority approval from the voting public.

To meet the requirements outlined in the Charter as well as the timelines required by the Supervisor of Elections, the timeline for proposed changes would be as follows:

- Charter amendments for the November 2024 general election are due to the Supervisor of Elections by June 10, 2024. This leaves little time for a Board to weigh in. The only way to meet this deadline is to go to first reading and second reading to adopt an ordinance at the two Commission meetings in May 2024, as we are doing with the Commission's separate proposal to change the date of the regular municipal election from March to November.

- The majority of the Town Charter may be amended at a special or general election.
 - According to the Supervisor of Elections, no general elections have been scheduled yet for 2025, so the next opportunity to place Charter amendments on a general election ballot is the Town's March 2026 election, or the November 2026 general election.
 - A special election may be scheduled before then, but will require coordination with the Supervisor of Elections' office to determine precise dates. It is important to note that a special election is more expensive for the Town, and may result in a lower turnout.
- Section 7.1 of the Town Charter may not be amended by a special election. See Section 7.1(10). It may only be amended at a November general election or at the Town's general municipal election in March.

Whether Charter amendments are placed on a special election or on the March 2026 or November 2026 general elections, the Town will need to provide an adopted ordinance with final language to the Supervisor of Elections several months prior to the date of the election.

The last Charter Review Board consisted of seven members, but there is no requirement regarding the number of members that can be appointed. It is advisable to have an odd number to avoid tie votes. Also, as the Board gets larger, coordination of meeting dates and achieving consensus may become more challenging.

To date, staff has received the following applications for appointment to the Charter Review Board (**Exhibit 2**):

Kenneth Brenner	Helen Britton	Robert Fleishman	Brian Kuszmar
Lori Lenoble	Lisa Magill	Ann Marchetti	Roseann Minnet
Kym Miranda	Robert Noll	Jacquelyn Bonanni-	Patrick Ucci
		Rubino	
Chris Vincent	Carrie Wusylko		

Recommendation: Staff recommends Commission appointment of Charter Review Board members via adoption of Resolution 2024-17 (**Exhibit 3**).

Staff also recommends that the Commission decide whether it wishes to schedule an agenda item to discuss whether it wishes to provide direction to the Board to consider specific topics, or to evaluate specific changes to the Charter as part of its work. If so, the first meeting of the Board can be scheduled to follow the Commission's consideration of that agenda item.

Exhibits:

1. LBTS 2014 Amended Charter
2. Resolution 2024-17 Charter Review Board Appointment
3. 2024 Charter Review Applications

WEISS SEROTA HELFMAN
PASTORIZA COLE & BONISKE, P.L.

ATTORNEYS AT LAW

A PROFESSIONAL LIMITED LIABILITY COMPANY
INCLUDING PROFESSIONAL ASSOCIATIONS

BROWARD OFFICE

200 EAST BROWARD BOULEVARD
SUITE 1900
FORT LAUDERDALE, FLORIDA 33301

TELEPHONE 954-763-4242

FACSIMILE 954-764-7770

WWW.WSH-LAW.COM

MIAMI-DADE OFFICE

2525 PONCE DE LEON BOULEVARD • SUITE 700
CORAL GABLES, FLORIDA 33134
TELEPHONE 305-854-0800 • FACSIMILE 305-854-2323

*OF COUNSEL

April 14, 2014

MITCHELL BIERMAN, P.A.
NINA L. BONISKE, P.A.
MITCHELL J. BURNSTEIN, P.A.
JAMIE ALAN COLE, P.A.
STEPHEN J. HELFMAN, P.A.
GILBERTO PASTORIZA, P.A.
MICHAEL S. POPOK, P.A.
JOSEPH H. SEROTA, P.A.
SUSAN L. TREVARTHEN, P.A.
RICHARD JAY WEISS, P.A.
DAVID M. WOLPIN, P.A.

DANIEL L. ABBOTT
LILLIAN M. ARANGO
GARY L. BROWN
JONATHAN M. COHEN
IGNACIO G. DEL VALLE
JEFFREY D. DECARLO
CHAD S. FRIEDMAN
ALAN L. GABRIEL
DOUGLAS R. GONZALES
EDWARD G. GUEDES
JOSEPH HERNANDEZ
ROGER S. KOBERT
JOSHUA D. KRUT
MATTHEW H. MANDEL
JOHN J. QUICK
ANTHONY L. RECIO
BRETT J. SCHNEIDER
CLIFFORD A. SCHULMAN
MARC SOLOMON
LAURA K. WENDELL
JAMES E. WHITE

SARA E. AULISIO
SONJA C. DARBY
ROBERT H. DE FLESCO
BROOKE P. DOLARA
RAQUEL ELEJABARRIETA*
ERIC P. HOCKMAN
HARLENE SILVERN KENNEDY*
KAREN LIEBERMAN*
JOHANNA M. LUNDGREN
MIA R. MARTIN
ALEIDA MARTÍNEZ MOLINA*
KATHRYN M. MEHAFFEY
ROBERT A. MEYERS*
MATTHEW PEARL
MARC C. PUGLIESE*
CARLOS M. RODRIGUEZ
AMY J. SANTIAGO
GAIL D. SEROTA*
JONATHAN C. SHAMRES
ALISON F. SMITH*
ANTHONY C. SOROKA
EDUARDO M. SOTO
JOANNA G. THOMSON
PETER D. WALDMAN*
ALICIA H. WELCH
SAMUEL I. ZESKIND

VIA EMAIL TO SecretaryofState@DOS.MyFlorida.com AND FIRST CLASS U.S. MAIL

Secretary of State Ken Detzner
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399

Re: 2014 Amended Charter of the Town of Lauderdale-By-The-Sea

Dear Secretary Detzner:

Enclosed is the Charter of the Town of Lauderdale-By-The-Sea, as amended by the Town's voters at the election dated March 11, 2014. A certified copy of Ordinance No. 2013-13, as approved by the Town Commission on October 22, 2013, the ballot, and the results received from the Broward County Supervisor of Elections are also enclosed for your records.

Thank you for your attention to this matter. Please do not hesitate to contact me if you have any questions or need more information.

Very truly yours,



Susan L. Trevarthen

Enclosures

cc: Constance Hoffmann, Town Manager
Gerald Bryan, Acting Town Clerk

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

2
3
4
5
6
7
8
9

10
11
12
13

14

15

16

17

18
19

20
21
22

23
24
25

26

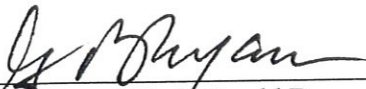
27

28
29

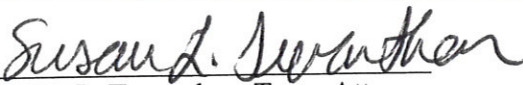
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18


MAYOR SCOT SASSER

ATTEST:


Acting Town Clerk Gerald Bryan

APPROVED AS TO FORM:


Susan L. Trevarthen, Town Attorney

CERTIFICATION

I certify this to be a true and correct copy of the record in my office.

WITNESSED by my hand and official seal of the Town of Lauderdale-By-The-Sea, Florida

9th day of April, 20 14
Lecha Smith Deputy Town clerk

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33

33

34

35

36
37
38

39 Town for approval or rejection only those amendments to the Town Charter (the "Charter
40 Amendments") that are set forth herein.

41 **NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE TOWN COMMISSION**
42 **OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AS FOLLOWS:**

43 **Section 1. Recitals Adopted.** Each of the above stated recitals is hereby adopted and
44 confirmed.

45 **Section 2. Charter Amendments.** Pursuant to Section 2.7 of the Town Charter and
46 Section 166.031, Florida Statutes, and subject to the approval of the electors as described in
47 Section 8 below, the Town Charter of the Town of Lauderdale-By-The-Sea, Florida, is hereby
48 amended as follows:¹

49 * * *
50
51 **ARTICLE V. – TOWN OFFICERS AND EMPLOYEES**

52 * * *
53

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

55
56 The Town Commission shall appoint a Town Manager who shall be the
57 administrative head of the municipal government under the direction and supervision of
58 the Town Commission. The Town Manager shall hold office at the pleasure of the Town
59 Commission. The Town Manager shall receive such compensation as determined by the
60 Town Commission through the adoption of an appropriate resolution. The Town Manager
61 shall be appointed by resolution approving an employment contract between the Town
62 and the Town Manager. The Town Manager shall be appointed solely on the basis of
63 education and experience in the accepted competencies and practices of local public
64 management including, a graduate degree with a concentration in public administration,
65 public affairs, public policy, or public finance and two (2) years' experience as an
66 appointed city manager or county manager, or four (4) years' experience as an assistant or
67 deputy city manager or assistant or deputy county manager. Alternatively, the Town

¹ Proposed additions to existing Town Charter text are indicated by underline; proposed deletions from existing Town Charter text are indicated by ~~strike through~~. Changes from first reading are indicated by double underline and ~~double strike through~~, and highlighted in [REDACTED].

68 Manager shall be appointed on the basis of education and experience in the accepted
69 competencies and practices of local public management that is determined by the Town
70 Commission to be commensurate to those listed in the prior sentence.
71

72 * * *

73
74 **ARTICLE VI. – ELECTIONS**
75

76 * * *

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

78 No later than ~~On~~ the second regularly scheduled Town Commission meeting to occur Tuesday
79 following each regular election, one (1) member of the Town Commission may be designated, by
80 resolution, as Vice Mayor to preside in the absence of the Mayor-Commissioner. In the event
81 that the designated Mayor-Commissioner and the Vice Mayor are absent at any meeting of the
82 Town Commission, any member of the Town Commission may be designated by the Town
83 Commission to act as Mayor Pro-Tem for such meeting.

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

85 (1) To be eligible to hold the office of Mayor-Commissioner or Commissioner of the Town of
86 Lauderdale-By-The-Sea, or to qualify for candidacy for Mayor-Commissioner or Commissioner,
87 the individual shall be a bona fide resident and citizen of the Town of Lauderdale-By-The-Sea,
88 shall have resided in the said town for the six (6) months immediately preceding the date of
89 election, shall be a registered voter pursuant to Florida law, and shall be otherwise qualified as
90 provided for in the Charter.

91 (2) No person may be a candidate for Commissioner, nor may be appointed to fill a vacancy as
92 a Commissioner, if that person has served during both of the two preceding consecutive
93 Commission terms for that seat as a Commissioner ~~or a Mayor-Commissioner or both~~, without a
94 two year break in service.

95 (3) No person may be a candidate for Mayor-Commissioner, nor may be appointed to fill a
96 vacancy as the Mayor-Commissioner, if that person has served during each of the three
97 preceding consecutive Mayor-Commissioner terms as a Mayor-Commissioner.

98 (4) Service of one year or less of a term by a person who had not previously served as either a
99 Commissioner or Mayor-Commissioner shall not be considered for purposes of term limits.

100 (5) Service for purposes of term limits shall be determined as of the time the person would take
101 office.

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

106
107

* * *

108 **Sec. 6.6. - Forfeiture of office.**

109 A Commission member, or the Mayor-Commissioner, ~~shall forfeit the~~ is subject to penalties
110 including forfeiture of office if the person:

111 (1) Lacks, at any time during a term of office, any qualification for the office prescribed
112 by this Charter or general law;

113 (2) Violates any standard of conduct or code of ethics established by law for public
114 officials;

115 (3) Is convicted of a felony while in office;

116 (4) Fails to attend four (4) consecutive regular meetings of the Town Commission without
117 being excused by the Town Commission by formal action entered upon the minutes; or

118 (5) Becomes incapable of performing the duties of the office for a period of more than
119 three (3) months.

120 In all circumstances arising under this section, the Town Commission shall be the judge of its
121 own membership.

122 **Sec. 6.7. - Forfeiture hearing and process.**

123 A member of the Town Commission charged with conduct constituting grounds for forfeiture of
124 his office shall be entitled to a public hearing on demand, and notice of such hearing shall be
125 published in one or more newspapers of general circulation in the Town at least thirty days
126 before the scheduled hearing. At that public hearing, the Commissioner in question is entitled to
127 present evidence and must be afforded due process. The Town Commission shall be the sole
128 judge of the qualifications of its members and shall hear all questions relating to forfeiture of a
129 Commissioner's or Mayor-Commissioner's office, including whether or not good cause for
130 absence has been, or may be, established. The Commissioner in question shall have the burden of
131 establishing good cause for absence; provided, however, that any Commissioner may at any time
132 during any duly held meeting move to establish good cause for his or her absence or the absence
133 of any other Commissioner, from any past, present, or future meeting(s), which motion, if
134 carried, shall be conclusive. A Commissioner whose qualifications are in question, or who is
135 otherwise subject to forfeiture of his/her office, shall not vote on any such matters. The Town
136 Commission may order one or more of the following penalties at a hearing based on Section
137 6.6(2) or Section 6.6(5): forfeiture of office, censure, and a letter of instruction for the future
138 conduct of the Commissioner. The Town Commission may order forfeiture at a hearing based
139 on Section 6.6(1), (3) or (4). Any final determination by the Town Commission that a
140 Commissioner or the Mayor-Commissioner has forfeited his or her office, or to censure or issue
141 a letter of instruction to the Commissioner in question, shall be made by resolution approved by
142 a unanimous vote of the remaining members of the Town Commission. All votes and other acts

of the Commissioner in question prior to the effective date of such resolution shall be valid regardless of the grounds of forfeiture.

* * *

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

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

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

(1) ~~No supplemental qualifying period.~~ (i) If the death, withdrawal or removal from the ballot of a qualified candidate or candidates for office following the end of the qualifying period leaves less than two candidates for that office, ~~and at least twenty five (25) days remain before the election, the qualifying period for that office shall be reopened for five (5) days. The supplemental qualifying period shall begin on the day following the day that the vacancy occurs. Notice of the supplemental qualifying period shall be posted by the Town Clerk.~~

~~(ii) If fewer than twenty five (25) days remain before the election, no supplemental qualifying period shall be provided. The remaining candidate shall be declared elected and no election shall be held for that office.~~

(2) *Changes in ballot.* The name of any qualified candidate who has withdrawn, died or been removed from the ballot shall not be printed on the ballot. If the ballot cannot be changed, any votes for that candidate shall be null and void. ~~All candidates qualified during a supplemental qualifying period shall be placed on the ballot along with the remaining candidate, if possible.~~

~~(3) Treatment of any remaining candidate. Where a single candidate remains for an office, the remaining candidate for that office shall not be required to re-qualify for election or pay a second qualifying fee. The remaining candidate shall not be declared an unopposed candidate by the Town Clerk unless no additional candidate qualifies for election during the supplemental qualifying period. If declared unopposed, the remaining candidate shall be declared elected by operation of law.~~

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

* * *

180 **Section 3. Election Called.** A special election is hereby called for Tuesday, March 11,
181 2014, in conjunction with the general election being held on said date, to present to the qualified
182 electors of the Town of Lauderdale-By-The-Sea (the "Town"), each of the ballot questions
183 provided in Section 4 of this Ordinance.

184 **Section 4. Form of Ballot.** The form of ballot for the Charter Amendments provided for
185 in Section 2 of this Ordinance shall be substantially as follows:

186 (1) CREATE ALTERNATIVE STANDARD FOR TOWN
187 COMMISSION TO DETERMINE TOWN MANAGER
188 QUALIFICATIONS
189

190 The Charter currently identifies qualifications for the Town
191 Manager, including specifically identified levels of education and
192 experience establishing acceptable competencies and practices of
193 local public management experience.
194

195 Shall the Charter be amended to give the Town Commission the
196 option to determine that other levels of education and experience
197 are acceptable because they are comparable to the identified
198 levels?
199

200 YES []

201
202 NO []

203
204
205 (2) CHANGE TIME FOR TOWN COMMISSION TO
206 DESIGNATE THE VICE-MAYOR
207

208 The Charter currently provides that the Town Commission must
209 designate a Vice Mayor on the second Tuesday following each
210 regular election.
211

212 Shall the Charter be amended to provide that the Town
213 Commission designate a Vice-Mayor no later than the second
214 regularly scheduled Town Commission meeting following each
215 regular election?
216

217 YES []

218
219 NO []
220
221

- 222 (3) ALLOW MAYOR-COMMISSIONER TO RUN FOR
223 TOWN COMMISSIONER AFTER REACHING TERM
224 LIMIT AS MAYOR-COMMISSIONER
225

226 The Charter currently prohibits a Mayor-Commissioner from
227 running for Town Commissioner immediately following three
228 consecutive terms of service as Mayor-Commissioner.
229

230 Shall the Charter be amended to allow future Mayor-
231 Commissioners to run for Town Commissioner without a two-year
232 break in service?
233

234 YES []
235

236 NO []
237
238

- 239 (4) ESTABLISH MAXIMUM CONSECUTIVE TERM
240 LIMIT FOR SERVICE AS MAYOR-COMMISSIONER
241 AND TOWN COMMISSIONER
242

243 The Charter currently limits service as a Mayor-Commissioner to
244 three terms and service as a Town Commissioner to two terms, but
245 does not limit continuous service alternating between the two
246 offices.
247

248 Shall the Charter be amended to provide that no person may be
249 elected or appointed as Mayor-Commissioner or Town
250 Commissioner if that person has served a total of fourteen years in
251 any combination of offices, without a two year break in service?
252

253 YES []
254

255 NO []
256
257

- 258 (5) AMEND PROCEDURES AND PENALTIES
259 APPLICABLE TO ALLEGED COMMISSIONER
260 VIOLATIONS
261

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

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

YES []

NO []

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

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

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

YES []

NO []

Section 5. Vote at Polls. Balloting shall be conducted between the hours of 7 A.M. and

7 P.M. on the date of the election, and early and absentee balloting shall also be permitted as provided in conjunction with the general election. Polling places shall be those polling places provided for the general election for the electors of the Town, pursuant to applicable laws. All qualified Town electors who are timely registered in accordance with law shall be entitled to vote. The Town Clerk is authorized to obtain any necessary election administration services

from the Broward County Supervisor of Elections. The County registration books shall remain open at the Office of the Broward County Supervisor of Elections office until February 10, 2014, as provided by law, at which date the registration books shall close in accordance with the provisions of the general election laws. The Town Clerk and the Broward County Supervisor of Elections are hereby each authorized to take all appropriate action necessary to carry into effect and accomplish the electoral provisions of this Ordinance. This Charter Amendment election shall be canvassed by the County Canvassing Board unless otherwise provided by law.

Section 6. Notice of Special Election. Notice of said special election shall be published in accordance with Section 100.342, Fla. Stat., in a newspaper of general circulation within the Town at least 30 days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing Sunday, February 2, 2014), and the second publication to be in the third week prior to the election (to-wit: during the week commencing Sunday, February 16, 2014), and shall be in substantially the following form:

"NOTICE OF SPECIAL ELECTION

PUBLIC NOTICE IS HEREBY GIVEN THAT, PURSUANT TO ORDINANCE NO. 2013-13 ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA (THE "TOWN"), A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE TOWN, IN CONJUNCTION WITH THE GENERAL ELECTION, ON TUESDAY, THE 11TH DAY OF MARCH 2014, BETWEEN THE HOURS OF 7 A.M. AND 7 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSALS SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN:

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

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

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

YES []

NO []

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

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

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

YES []

NO []

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

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

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

374 YES []

375
376 NO []

377
378
379 (4) ESTABLISH MAXIMUM CONSECUTIVE TERM
380 LIMIT FOR SERVICE AS MAYOR-COMMISSIONER
381 AND TOWN COMMISSIONER
382

383 The Charter currently limits service as a Mayor-Commissioner to
384 three terms and service as a Town Commissioner to two terms, but
385 does not limit continuous service alternating between the two
386 offices.
387

388 Shall the Charter be amended to provide that no person may be
389 elected or appointed as Mayor-Commissioner or Town
390 Commissioner if that person has served a total of fourteen years in
391 any combination of offices, without a two year break in service?
392

393 YES []

394
395 NO []

396
397
398 (5) AMEND PROCEDURES AND PENALTIES
399 APPLICABLE TO ALLEGED COMMISSIONER
400 VIOLATIONS
401

402 The Charter currently provides that, if the Town Commission finds
403 that one of its members has committed certain acts, that
404 Commissioner shall forfeit office.
405

406 Shall the Charter be amended to clarify the due process
407 requirements for such hearings, and to allow the Commission to
408 consider lesser penalties (censure and a letter of instruction) for
409 violation of any standard of conduct or code of ethics established
410 by law and for incapacity for three or more months?
411

412 YES []

413
414 NO []

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

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

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

YES []

NO []

Polling place information, the enabling Ordinance including the full text of the proposed Town Charter Amendments and the ballot questions, are available at the office of the Town Clerk, located at 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308.

Town Clerk

Section 7. Copies. Copies of this Ordinance proposing the Charter Amendments are on file at the offices of the Town Clerk located at 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308, and are available for public inspection during regular business hours.

Section 8. Effectiveness. Each Charter Amendment provided for in Section 2 of this Ordinance shall become effective if the majority of the qualified electors voting on that specific Charter Amendment, as described in the ballot summaries of Section 4 of this Ordinance, vote for its adoption. Each Charter Amendment shall be considered adopted and effective upon certification of the election results. Following adoption of the Charter Amendment(s), the Town Clerk shall incorporate the adopted Charter Amendment(s) into the Town Charter and shall file

the revised Town Charter with the Office of the Secretary of State as required by Section 166.031, Florida Statutes.

Section 9. Inclusion in the Town Charter. Subject to the requirements of Section 8 above, it is the intention of the Town Commission and it is hereby provided that the Charter Amendments shall become and be made a part of the Charter of the Town of Lauderdale-By-The-Sea, Florida, and that the Sections of this Ordinance may be renumbered or relettered to accomplish such intention.

Section 10. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not effect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

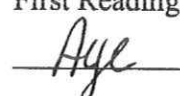
Section 11. Effective Date of Ordinance. This Ordinance shall become effective immediately upon adoption hereof on second reading.

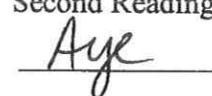
PASSED AND ADOPTED on First Reading this 10th day of September, 2013.

PASSED AND FINALLY ADOPTED on Second Reading this 22nd day of October, 2013.


Mayor Roseann Minnet

Mayor Minnet

First Reading


Second Reading


478 Vice-Mayor Sasser
479 Commissioner Brown
480 Commissioner Dodd
481 Commissioner Vincent

Aye
Aye
Aye
Aye

Aye
Aye
Aye
Aye

482
483 Attest:

484 Vanessa Castillo
485
486
487 Town Clerk Vanessa Castillo, CMC

488
489 Approved as to form:

490
491 Susan L. Trevarthen
492
493 Susan L. Trevarthen, Town Attorney

CERTIFICATION

I certify this to be a true and correct copy of the record in my office.

WITNESSED by my hand and official seal of the Town of Lauderdale-By-The-Sea, Florida

1st day of April, 20 14
Lecha Smith Deputy Town clerk

A	BALLOT STYLE 5	B	C
11	BALLOT INSTRUCTIONS - TO VOTE, COMPLETELY FILL IN THE OVAL NEXT TO YOUR CHOICE. - Use only a black pen to mark the ballot. - If you make a mistake, don't hesitate to ask for a new ballot. If you erase or make other marks, your vote may not count. INSTRUCCIONES PARA LA BOLETA - PARA VOTAR, LLENE COMPLETAMENTE EL OVALO JUNTO A SU SELECCION. - Use sólo una pluma de tinta negra para marcar la boleta. - Si se equivoca, pida una nueva boleta. Si borra algo o hace marcas, es posible que su voto no se cuente. ENFOMASYON SOU BILTEN VÒT - POU VOTE, BYEN KOLORE TOUT ANDAN OVAL KI AKOTE RESPONS OU CHWAZI A. - Sèlman sèvi ak yon plim nwa sou biltèn vòt la. - Si w fè yon erè, mande yo ba w yon nouvo biltèn vòt. Si w efase oubyen fè nouvo mak, I ap posib pou vòt ou pa valab ankò.	(1) Create Alternative Standard For Town Commission To Determine Town Manager Qualifications The Charter currently identifies qualifications for the Town Manager, including specifically identified levels of education and experience establishing acceptable competencies and practices of local public management experience. Shall the Charter be amended to give the Town Commission the option to determine that other levels of education and experience are acceptable because they are comparable to the identified levels? (1) Crear Otro Estándar Para Que La Comisión De La Ciudad Determine Las Calificaciones Del Administrador De La Ciudad La Carta Constitucional actualmente identifica las calificaciones del Administrador de la Ciudad y específicamente identifica los niveles de educación y de experiencia estableciendo prácticas competentes y aceptables en la experiencia de administración pública local. ¿Deberá enmendarse la Carta Constitucional para darle a la Comisión de la Ciudad la opción de determinar que otros niveles de educación y experiencia son aceptables, porque son comparables con los niveles identificados? (1) Kreye Yon Altènatif Nòminal Pou Komisyon Vil La Kapab Detèmine Kalifikasyon Manadjè Vil La. Konstitisyon an aktyèlman idantifye kalifikasyon pou Manadjè Vil la ki gen ladan li nivo edikasyon espesyalman idantifye ak eksperyans ki va etabli konpetans akseptab ak pratik eksperyans nan jesyon piblik nivo lokal. Eske yo ta dwe chanje Konstitisyon an pou bay Komisyon Vil la chwaz pou li detèmine si lòt nivo edikasyon ansanm ak eksperyans kapab akseptab paske yo konparab ak nivo ki deja idantifye yo?	(2) Change Time For Town Commission To Designate The Vice-Mayor The Charter currently provides that the Town Commission must designate a Vice Mayor on the second Tuesday following each regular election. Shall the Charter be amended to provide that the Town Commission designate a Vice-Mayor no later than the second regularly scheduled Town Commission meeting following each regular election? (2) Cambiar El Momento En El Que La Comisión De La Ciudad Nombra El Vice Alcalde La Carta Constitucional actualmente dispone que la Comisión de la Ciudad tiene que nombrar al Vice Alcalde el segundo martes después de cada elección regular. ¿Deberá enmendarse la Carta Constitucional para disponer que la Comisión de la Ciudad nombre al Vice Alcalde a más tardar en la segunda reunión normalmente programada de la Comisión de la Ciudad después de cada elección regular? (2) Chanje Lè Pou Komisyon Vil La Deziyen Vis Majistra A Konstitisyon an aktyèlman pèmèt ke Komisyon Vil la deziyen yon Vis-Majistra nan dezyèm madi ki vin apwè chak eleksyon regilye. Eske yo ta dwe chanje Konstitisyon an pou pèmèt ke Komisyon Vil la deziyen yon Vis-Majistra pa pi ta ke dezyèm reyinyon Komisyon Vil la ki pwogram regilyeman apwè chak eleksyon regilye? ☐ YES/SI/VI ☐ NO/NO/NON
21			
40	LAUDERDALE-BY-THE-SEA COMMISSIONER SEAT 1 DISTRICT 1 COMISIONADO ESCAÑO 1 DISTRITO 1 KOMISÉ SYEJ 1 DISTRI 1 (Vote for One/Vote por Uno/Vote pou Youn) ☐ Birute Ann Clotney ☐ Elliot Sokolow ☐ Eric Yankwitt	☐ YES/SI/VI ☐ NO/NO/NON	(3) Allow Mayor-Commissioner To Run For Town Commissioner After Reaching Term Limit As Mayor-Commissioner The Charter currently prohibits a Mayor-Commissioner from running for Town Commissioner immediately following three consecutive terms of service as Mayor-Commissioner. Shall the Charter be amended to allow future Mayor-Commissioners to run for Town Commissioner without a two-year break in service? (3) Permitir Al Alcalde-Comisionado Ser Candidato Para Comisionado De La Ciudad Después De Llegar Al Límite De Su Mandato De Alcalde-Comisionado. La Carta Constitucional actualmente le prohíbe al Alcalde-Comisionado ser candidato para Comisionado de la Ciudad inmediatamente después de tres mandatos consecutivos de servicio como Alcalde - Comisionado. ¿Deberá enmendarse la Carta Constitucional para permitir que los Alcaldes-Comisionados futuros sean candidatos para Comisionado de la Ciudad sin un descanso de dos años de servicio? (3) Pèmèt Ke Majistra-Komisyonè A Prezante Kom Komisyonè Vil La Apwè Ke L Rive Nan Limit Manda Li Kòm Komisyonè Majistra Konstitisyon an aktyèlman entèdi yon Majistra-Komisyonè pou li prezante li pou Komisyonè Vil la touswit apwè twa manda konsekutif sèvis kòm Majistra-Komisyonè. Eske yo ta dwe chanje Konstitisyon an pou pèmèt pwochen Majistra-Komisyonè yo prezante yo pou pòs Komisyonè Vil la san yo pa bezwen tann dezan apwè sèvis yo kòm Majistra-Komisyonè? ☐ YES/SI/VI ☐ NO/NO/NON
41			
42			
44			
51			

D	E	F
(4) Establish Maximum Consecutive Term Limit For Service As Mayor-Commissioner And Town Commissioner The Charter currently limits service as a Mayor-Commissioner to three terms and service as a Town Commissioner to two terms, but does not limit continuous service alternating between the two offices. Shall the Charter be amended to provide that no person may be elected or appointed as Mayor-Commissioner or Town Commissioner if that person has served a total of fourteen years in any combination of offices, without a two year break in service? (4) Establecer Un Límite Máximo De Servicio De Mandato Consecutivo Para El Puesto De Alcalde-Comisionado Y Comisionado De La Ciudad La Carta Constitucional actualmente limita el servicio de Alcalde-Comisionado a tres mandatos y el servicio de Comisionado de la Ciudad a dos mandatos, pero no limita el servicio continuo alternando entre los dos puestos. ¿Deberá enmendarse la Carta Constitucional para disponer que ninguna persona pueda ser elegida o nombrada Alcalde-Comisionado o Comisionado de la Ciudad si esa persona ha servido un total de catorce años en cualquier combinación de puestos, sin un descanso de dos años en el servicio? (4) Etabli Limit Maksimòm Manda Konsekitif Pou Sèvis Kòm Majistra-Komisyonè Ak Komisyonè Vil La. Konstitisyon an aktyèlman limite sèvis kòm Majistra-Komisyonè a twa manda epi sèvis Komisyonè Vil la a de manda, men pa limite sèvis altène kontinyèl yo ant de biwo yo. Eske yo ta dwe chanje Konstitisyon an kote ke pa gen okenn moun ki ap kapab eli oswa nonmen kòm Majistra-Komisyonè oswa Komisyonè Vil la si moun sa a te sèvi pandan yon total katòz lanne nan nenpòt ki konbinezon ant de biwo yo, san yon delè dezan ant sèvis yo? ☐ YES/SI/WI ☐ NO/NO/NON	(5) Amend Procedures And Penalties Applicable To Alleged Commissioner Violations The Charter currently provides that, if the Town Commission finds that one of its members has committed certain acts, that Commissioner shall forfeit office. Shall the Charter be amended to clarify the due process requirements for such hearings, and to allow the Commission to consider lesser penalties (censure and a letter of instruction) for violation of any standard of conduct or code of ethics established by law and for incapacity for three or more months? (5) Enmendar Los Procedimientos Y Las Sanciones Que Se Aplican A Las Supuestas Violaciones De Los Comisionados La Carta Constitucional actualmente dispone que si la Comisión de la Ciudad determina que uno de sus miembros ha cometido ciertos actos, tal Comisionado perderá su puesto. ¿Deberá enmendarse la Carta Constitucional para aclarar los requisitos del proceso legal debido para tales audiencias y permitir que la Comisión considere sanciones menores (censura y una carta de instrucciones) por violar las normas de conducta o el código de ética establecidos por la ley y por incapacidad por tres meses o más? (5) Chanjman Pwosedir Ak Penalite Aplikab A Swadizan Vyolasyon Komisyonè Konstitisyon an aktyèlman pèmèt ke, si Komisyon Vil la ta rive jwenn ke yonn nan manm li yo te komèt sèten zak, Komisyonè sa a va pèdi pòs li a. Eske yo ta dwe chanje Konstitisyon an pou klarifye kondisyon pou jistis legal pou odyans sa yo, epi pèmèt Komisyon an konsidere pi piti penalite (sansi ak yon lèt blam) pou vyolasyon nenpòt ki konpòtman nòmal oswa kod etik ki etabli pa lalwa ak pou enkapasite pou twa oswa plis mwa? ☐ YES/SI/WI ☐ NO/NO/NON	(6) Create Procedures For Vacancies In Candidacy For Town Elected Office Section 166.031(6), Florida Statutes, requires that local governments create a procedure to address vacancies in candidacy before an election. Shall the Charter be amended to add procedures related to candidate vacancies including procedures for withdrawal, supplemental qualifying periods, treatment of remaining candidates, and effects of death, withdrawal or removal of candidates? (6) Crear Procedimientos Para Vacantes En Candidatura Para Puestos Elegidos De La Ciudad La Sección 166.031(6) de las Leyes de Florida exige que los gobiernos locales a crear un procedimiento para tratar vacantes en candidatura antes de una elección. ¿Deberá enmendarse la Carta Constitucional para añadir procedimientos relacionados con las vacantes de candidatos, incluyendo procedimientos para retiro, períodos suplementares para calificación, tratamiento de candidatos restantes, y efectos de muerte, retiro o remoción de candidatos? (6) Kreye Pwosedir Pou Prezante Kandidati Pou Pòs Ki Vid Nan Vil La Seksyon 166.031 (6) Lwa Florid yo, mande pou gouvènman lokal yo kreye yon pwosedir pou rive kouvri pòs ki vid yo anvan yon eleksyon. Eske yo ta dwe chanje Konstitisyon an pou ajoute pwosedir ki gen rapò ak pòs ki vid ki gen ladan pwosedir pou retrè, peryòd siplemantè ki kalifyab, tretman kandida ki rete yo, ak konsekans lanmò, retrè oswa revokasyon yon kandida? ☐ YES/SI/WI ☐ NO/NO/NON

LAUDERDALE-BY-THE-SEA TOWN CHARTER
As Amended by March 11, 2014 Election

ARTICLE I. - TRANSITION FROM ABOLISHED TOWN

Sec. 1.1. - Abolishing existing municipality.

That the existing municipal government of the Town of Lauderdale-By-The-Sea, in the County of Broward and State of Florida, be and the same is hereby abolished. All of the provisions of Chapter 14184, Laws of Florida of 1929, Chapter 24658, Laws of Florida of 1947, and all other laws pertaining to the creation of the Town of Lauderdale-By-The-Sea be and the same are hereby repealed.

Sec. 1.2. - Title to property reserved.

That the title, rights and ownership of all property, both real and personal, uncollected taxes, dues, claims, judgments, decrees, chooses in action and all property and property rights held or owned by the municipalities named "Town of Lauderdale-By-The-Sea," abolished by this act, shall pass to and be vested in the municipal corporation organized under this Charter to succeed the municipality abolished.

Sec. 1.3. - Obligations unimpaired.

That no obligations or contracts of the said municipality hereby abolished, including bonds heretofore issued or any proceeding heretofore begun for any improvement, or for borrowing of money, or issuing of bonds, shall be impaired or avoided by this Charter, but such debts, obligations, contracts and bonds shall pass to and be binding upon the new municipality hereby created and organized, and all such proceedings heretofore begun for the construction of any improvements or for the borrowing of money or issuing of bonds may be continued and completed and binding upon the said new municipality; and likewise all debts of and claims against the abolished municipality shall be valid against the new municipality created.

Sec. 1.4. - Officers held over.

All officers and employees heretofore elected or appointed and holding office under the said municipality hereby abolished, shall continue to hold their respective offices and discharge the respective duties thereof under the new municipality hereby created until their successors are elected and qualified under the provisions of this Charter.

Sec. 1.5. - Ordinances not impaired.

All existing ordinances and resolutions of said abolished municipality, including the printed Code of Ordinances of the Town of Lauderdale-By-The-Sea, as amended, not in conflict with the provisions of this Charter, shall continue in effect unless repealed, amended, or modified by the municipality which is hereby organized or created.

Sec. 1.6. - Establishment of new municipality; streets, highways, public grounds.

The inhabitants of the Town of Lauderdale-By-The-Sea, as its boundaries are hereinafter established and designated, or as may hereinafter be established and designated shall continue to be a body politic and corporate, to be known and designated as "Town of Lauderdale-By-The-Sea," and as such shall have a perpetual succession, may use a common seal, may contract and be contracted with, and may sue and be

LAUDERDALE-BY-THE-SEA TOWN CHARTER

As Amended by March 11, 2014 Election

sued in all the courts of this state and in all matters whatsoever. That all lands heretofore dedicated for the use of the public for streets, highways, parks or public grounds, and all authorized changes or amendments thereto approved by the Board of County Commissioners of Broward County, Florida, whether by plat, act, or otherwise, are hereby vested in the Town of Lauderdale-By-The-Sea, and the control and jurisdiction thereof shall hereafter be vested in the Town Commission of the Town of Lauderdale-By-The-Sea.

Sec. 1.7. - Plat approved.

The recorded plats of the subdivision of Lauderdale-By-The-Sea, as recorded in plat book 6, page 2, and the plat of Lauderdale Surf and Yacht Estates as recorded in plat book 22, page 46 of the public records of Broward County, Florida, are hereby approved.

ARTICLE II. - CORPORATE POWERS

Sec. 2.1. - Legal title.

This Charter is the Charter of the Town of Lauderdale-By-The-Sea, a municipal corporation of the State of Florida.

Sec. 2.2. - Boundaries.

The following shall be the territory, the inhabitants of which are hereby established and organized into a municipal corporation, and over which such municipal corporation shall exercise its jurisdiction and powers, as may be amended from time to time in accordance with State law, to wit:

Beginning at the intersection of the south boundary line of Section 7, Township 49 South, Range 43 East with the centerline of the Intracoastal Waterway (Florida East Coast Canal), the Point of Beginning; thence in a northerly direction along the centerline of the Intracoastal Waterway to the intersection of said centerline with a line located twenty-five (25) feet south of and parallel to the north line of Section 7, Township 49 South, Range 43 East; thence in an easterly direction along a line located twenty-five (25) feet south of and parallel to the north line of said Section 7 to the intersection of said line with the east right-of-way line of the Intracoastal Waterway; thence in a northerly direction along the east right-of-way line of the Intracoastal Waterway to the intersection of said east right-of-way line with the southwest corner of Lot 1, Block 16 of Terra Mar Island Estates, Second Addition, as recorded in Plat Book 31, Page 20 of the Public Records of Broward County, Florida; thence in an easterly direction along the south line of said Lot 1, Block 16 to the southeast corner of said Lot 1, Block 16; thence in a northerly direction along the east line of said Lot 1, Block 16 to the intersection of said east line with the westerly extension of the south line of Block 12 of said Terra Mar Island Estates, Second Addition; thence in an easterly direction along the westerly extension of the south line of said Block 12, along the south line of said Block 12 and along an easterly extension of said south line to the intersection of said extended line with the west line of Lot 1, Block 15 of said Terra Mar Island Estates, Second Addition; thence in a southerly direction along the west line of Lot 1, Block 15 and along the west line of Lot 10, Block 11 of Terra Mar Island Estates, First Addition as recorded in Plat Book 31, Page 10 of the Public Records of Broward County, Florida to the southwest corner of said Lot 10, Block 11; thence in an easterly direction along the south line of said Lot 10, Block 11 and along an easterly extension of said south line to the intersection of said extended line with the centerline of Spanish River; thence in a

LAUDERDALE-BY-THE-SEA TOWN CHARTER
As Amended by March 11, 2014 Election

southerly direction along the centerline of the Spanish River to a point thirteen hundred and fifty (1,350) feet south of the north line of the Southeast One-Quarter (SE $\frac{1}{4}$) of said Section 6, Township 49 South, Range 43 East; thence in a southerly direction for two hundred (200) feet to a point on a line located fifteen hundred and fifty (1,550) feet south of and parallel to the north line of the Southeast One-Quarter (SE $\frac{1}{4}$) of said Section 6, said point being eleven hundred, twenty-seven and forty-three-hundredths (1,127.43) feet east of the east right-of-way line of the Intracoastal Waterway; thence in an easterly direction along the line located fifteen hundred and fifty (1,550) feet south of and parallel to said north line of the Southeast One-Quarter (SE $\frac{1}{4}$) of said Section 6 to the intersection of said line with the east right-of-way line of State Road A-1-A; thence in a northerly direction along the east right-of-way line of State Road A-1-A to the intersection of said east right-of-way line with a line located eight hundred and fifty (850) feet south of and parallel to the north line of the Southeast One-Quarter (SE $\frac{1}{4}$) of said Section 6; thence in an easterly direction along said parallel line and an easterly extension of said line, through Government Lot 2, Section 5, Township 49 South, Range 43 East to the intersection of said extended line with the Ordinary Low Watermark of the Atlantic Ocean; thence, continue in an easterly direction along said parallel line a distance of 3 miles (15,840 Ft) to the intersection of said extended line with the eastern boundary of the State of Florida; thence in an southerly direction along said eastern boundary of the State of Florida to the intersection with a line located three hundred and eighty (380) feet north of and parallel to the south line of the Northeast One-Quarter (NE $\frac{1}{4}$) of the Southeast One Quarter (SE $\frac{1}{4}$) of Section 7, Township 49 South, Range 43 East; thence in a westerly direction along said parallel line to the intersection of said line with the west right-of-way line of State Road A-1-A; thence in a northerly direction along the west right-of-way line of State Road A-1-A to the intersection of said west right-of-way line with the north line of the Southeast One-Quarter (SE $\frac{1}{4}$) of Section 7, Township 49 South, Range 43 East; thence in a westerly direction along the north line of the Southeast One-Quarter (SE $\frac{1}{4}$) and the Southwest One-Quarter (SW $\frac{1}{4}$) of Section 7, Township 49 South, Range 43 East to the intersection of said north line with the east right-of-way line of the Intracoastal Waterway; thence in a southerly direction along the east right-of-way line of the Intracoastal Waterway to the intersection of said east right-of-way line with the south line of Section 7, Township 49 South, Range 43 East; thence in an easterly direction along the south line of Section 7, Township 49 South, Range 43 East to the intersection of said south line with the west line of the right-of-way of State Road A-1-A; thence in a northerly direction along the west line of the right-of-way of SR A-1-A to the intersection of said west line with a line located one hundred eighty (180) feet north of and parallel to the south line of the North One-Half (N $\frac{1}{2}$) of the Southeast One-Quarter (SE $\frac{1}{4}$) of Section 7, Township 49 South, Range 43 East; thence in an easterly direction along a line located one hundred eighty (180) feet north of and parallel to the south line of the North One-Half (N $\frac{1}{2}$) of the Southeast One-Quarter (SE $\frac{1}{4}$) of Section 7, Township 49 South, Range 43 East to the intersection of said parallel line with the Ordinary Low Watermark of the Atlantic Ocean; thence continue in an easterly direction along said line located one hundred eighty (180) feet north of and parallel to the south line of the North One-Half (N $\frac{1}{2}$) of the Southeast One Quarter (SE $\frac{1}{4}$) of Section 7, Township 49 South, Range 43 East for a distance of 3 miles (15,840 ft) to the intersection of said parallel line with the eastern boundary of the State of Florida; thence in a southerly direction along the said eastern boundary of the State of Florida to the intersection with the extension of south boundary line of Section 18, Township 49 South, Range 43 East; thence in a westerly direction along the extension of the south boundary line of Section 18, Township 49 South, Range 43 East to the intersection of said south boundary line with the centerline of the right-of-way of the Intracoastal Waterway; thence in a northerly direction along the centerline of the right-of-way of the Intracoastal Waterway to the intersection of said centerline with the north boundary line of Section 18,

LAUDERDALE-BY-THE-SEA TOWN CHARTER

As Amended by March 11, 2014 Election

Township 49 South, Range 43 East, the Point of Beginning.

Sec. 2.3. - Definitions.

As used in this Charter, the following words shall have the following meanings:

- (1) The words "abolished municipality" shall mean the municipality formerly existing under the provisions of Chapter 14184, Laws of Florida of 1929, and Chapter 24658, Laws of Florida of 1947.
- (2) The words "new municipality" shall mean the municipality established and created by this act, as may be amended from time to time.
- (3) The masculine pronoun shall designate and include the feminine, and the neuter, where the meaning so permits.
- (4) The word "person" used herein in the masculine gender, shall mean a male or female person, or legal corporate entity.
- (5) The word "municipality" herein shall refer to the municipality of the Town of Lauderdale-By-The-Sea, unless otherwise indicated.
- (6) The words "Town Commission" shall refer to the Town Commission of the Town of Lauderdale-By-The-Sea, Florida.

Sec. 2.4. - Seal.

The official seal of the Town of Lauderdale-By-The-Sea hereby established shall bear the legend "Town of Lauderdale-By-The-Sea, Broward County, Florida, Seal, 1947."

Sec. 2.5. - Jurisdiction.

The jurisdiction and powers of the Town of Lauderdale-By-The-Sea shall extend over all streets, alleys, sewers, parks, and all lands within said area, whether platted or unplatted, and the air above same; and to and over all waters, waterways, streams, bays, bayous, submerged lands, water bottoms and wharves; and to and over all persons, firms, and corporations, property and property rights, occupations, businesses and professions whatsoever within said boundaries.

The title to and jurisdiction over all streets, thoroughfares, parks, alleys, public lots, sewers, within the Town, and all other property and municipal plants of the Town now owned, possessed or operated by it, and all property of every kind and character which the Town may hereafter acquire within or outside the Town, or which may vest in it, or be dedicated to it, for its use or for the public use, shall be vested in the Town of Lauderdale-By-The-Sea, as created under this Charter.

Sec. 2.6. - General powers.

The Town of Lauderdale-By-The-Sea is hereby created, established and organized, and shall have full power and authority to exercise all of the powers of local self-government and to do whatever may be deemed necessary or proper for the safety, health, convenience or general welfare of the inhabitants of

LAUDERDALE-BY-THE-SEA TOWN CHARTER

As Amended by March 11, 2014 Election

said Town; to exercise full police powers; to do and perform all acts and things permitted by the laws of the State of Florida, and comprehend as duties in the performance of anything recognized as a "municipal purpose," whether now existing and recognized, or hereafter recognized as a municipal purpose by statute law or court decision. The enumeration of particular powers by this Charter shall not be held or deemed to be exclusive, but in addition to the powers enumerated herein, implied thereby, or appropriate to the exercise thereof, the Town of Lauderdale-By-The-Sea shall have and may exercise all other powers under the Constitution and Laws of Florida.

In addition, the Town has the authority to codify its ordinances into a Code of Ordinances of the Town of Lauderdale-By-The-Sea, and by a single ordinance to adopt such "Code of Ordinances of the Town of Lauderdale-By-The-Sea" as a complete revision of all existing and applicable ordinances on the date of such adoption; to adopt a decimal system similar to that used in Florida Statutes of 1941, and to amend such Code, once adopted, by reference to any section or sections. The "Code of Ordinances of the Town of Lauderdale-By-The-Sea" of 1940, as amended from time to time, except as modified by this Charter, is declared to be the existing Codified Ordinances of the Town of Lauderdale-By-The-Sea; and such Code of Ordinances may be amended from time to time by reference to any section or sections, and as many sections as desired may be amended by one (1) ordinance. Such "Code of Ordinances of the Town of Lauderdale-By-The-Sea," as amended from time to time, may be revised and codified or recodified, and such revised Code may be adopted by a single ordinance, and upon such revision shall be in full force and effect. The Town Attorney of the Town of Lauderdale-By-The-Sea shall have power and authority to codify any duly adopted ordinance of the Town of Lauderdale-By-The-Sea and assign proper section numbers and headings to various parts of such ordinances, and thereafter such section shall be cited in referring to such ordinances.

Sec. 2.7. - Review of charter provisions.

As often as the Town Commission may deem necessary, but in any event, not less frequently than every twelve (12) years, the terms and provisions of this Charter shall be reviewed.

ARTICLE III. - ADMINISTRATION AND LEGISLATION

Sec. 3.1. - Commission-manager form of government.

The form of government of the Town of Lauderdale-By-The-Sea, provided for under this Charter, shall be known as the "commission-manager" form of government.

Sec. 3.2. - Creation of Town Commission.

There is hereby created a Town Commission consisting of five (5) Commissioners, each of whom shall be elected at-large in the manner provided in this Charter. The Mayor-Commissioner and each Town Commissioner shall take and hold office for the term(s) provided in this Town Charter.

Sec. 3.3. - Qualifications of members.

Only qualified electors who have resided in the Town of Lauderdale-By-The-Sea for at least six (6) months immediately prior to qualifying for office and who shall have attained the age of eighteen (18) years of age on or before the date the candidate files and qualifies in accordance with this Charter as a

LAUDERDALE-BY-THE-SEA TOWN CHARTER

As Amended by March 11, 2014 Election

candidate for office, shall be eligible to hold the office of Commissioner.

Each Commissioner and candidate for Commissioner shall be elected from the election district in which he or she is domiciled for at least six (6) months immediately prior to qualifying for such office by the greatest number of votes of all registered electors residing within the Town. Once elected, a Commissioner from an election district shall remain a domiciliary of the election district during his or her term of office. Any Commissioner who shall cease to possess the qualifications required herein shall forthwith forfeit his or her office, except a Commissioner holding office will not have his/her term cut short by the establishment of or subsequent change of district boundary lines.

Sec. 3.4. - Standards of conduct; code of ethics.

In addition to the ethical standards of conduct established by general law for elected officials, appointed officials, and employees, the Town Commission may, by ordinance, establish ethical conduct standards for elected officials, appointed officials, and employees of the Town.

Sec. 3.5. - Legislative powers.

The legislative powers of the Town shall be vested in and exercised by the Town Commission, consistent with the provisions of the Constitution of the United States of America, the Constitution and statutes of the State of Florida, this Charter, and the laws and ordinances of the Town of Lauderdale-By-The-Sea. Except as otherwise provided in Article IV or elsewhere in this Charter, or by the Constitution or statutes of the State of Florida, the Town Commission may by ordinance or resolution prescribe the manner in which any powers of the said Town shall be exercised.

Sec. 3.6. - Non-interference in Town Administration.

The Town Commission or its members shall not give orders to any Town officer or employees who are subject to the direction and supervision of the Town Manager, either publicly or privately. Nothing in the foregoing is to be construed to prohibit individual members of the Town Commission from examining by question and personal observation all aspects of Town government operations so as to obtain independent information to assist the members in the formulation of policies to be considered by the Commission and assure the implementation of such policies as have been adopted. It is the express intent of this provision, however, that such inquiry shall not interfere directly with the regular municipal operations of the Town and that recommendations for change or improvements in Town government operations be made to and through the Town Manager.

ARTICLE IV. - INITIATIVE AND REFERENDUM

Sec. 4.1. - Power to initiate and reconsider ordinances.

(1) *Initiated ordinances.* The registered voters of the Town shall have power to propose ordinances to the Commission and, if the Commission fails to adopt an ordinance so proposed without any change in substance, to adopt or reject it by a referendum vote at a Town election.

(2) *Repeal and amendment of adopted ordinances.* The registered voters of the Town shall have power to require reconsideration by the Commission of any adopted ordinance and, if the Commission fails to repeal or amend as proposed in the initiative petition an ordinance so reconsidered, to amend or repeal it

LAUDERDALE-BY-THE-SEA TOWN CHARTER
As Amended by March 11, 2014 Election

by a referendum vote at a Town election.

Sec. 4.2. - Commencement of initiative.

(1) *Filing with Town Clerk.* A minimum of ten registered electors (voters) of the Town may commence initiative, repeal or amendment proceedings by filing with the Town Clerk an affidavit stating that they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses, specifying the address to which all notices to the petitioners' committee are to be sent, and setting out in full the proposed initiated ordinance or citing the ordinance sought to be reconsidered. Promptly after the affidavit of a petitioners' committee is filed, the Town Clerk may, at the committee's request and at their expense, issue the appropriate petition blanks to the petitioners' committee.

(2) *Review by the Town Attorney.* Prior to circulation, a petition and the proposed ordinance, if any, shall be reviewed as to legal form by the Town Attorney. The Town Attorney's review of a petition package shall not extend to review of the substance of a proposed ordinance, or an ordinance proposed for repeal or amendment, but shall be strictly limited to a review as to legal form. No later than fourteen (14) calendar days from filing date of a petition with the Town Clerk, the Town Attorney shall, by hand delivery or registered mail, inform the petitioners' committee and Town Clerk either that the petition and ordinance, if any, are in proper legal form or, if not, then specifically what measures are required to render them in proper form. Upon request by the petitioners' committee, the Town Attorney will assist the committee to render documents in proper legal form for consideration by the Town Commission, but will not offer legal counsel or opinions to the petitioners' committee or its representative. Failure by the Town Attorney to inform the petitioners' committee and Town Clerk of his or her determination as to form within fourteen (14) calendar days after the petitioner files a petition and proposed ordinance, or petition for reconsideration of an ordinance, with the Town Clerk shall be deemed a determination that the document(s) is/are in proper legal form.

Sec. 4.3. - Execution of petitions; requirements.

(1) *Number of signatures.* Initiative and referendum petitions must be signed by registered voters of the Town equal in number to at least ten (10) percent of the total number of those registered to vote in the Town at the last general municipal election.

(2) *Form and content.* All papers of a petition shall be assembled as one instrument of filing. Each signature shall be executed in ink and shall be followed by the printed name and address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or required to be reconsidered.

(3) *Affidavit of circulator.* Each paper of a petition shall have attached to it when filed an affidavit by the circulator thereof stating that he or she personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his or her presence, that he or she believes them to be the genuine signatures of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance proposed or required to be reconsidered.

(4) *Filing deadline.* All initiative and referendum petitions must be filed with 60 days of the date on which proceedings with respect to such initiatives are commenced.

LAUDERDALE-BY-THE-SEA TOWN CHARTER

As Amended by March 11, 2014 Election

Sec. 4.4. - Filing procedure.

(1) *Certificate of Clerk; amendment.* Within 20 days after an initiative petition is filed or within five days after a petition for repeal or amendment of an ordinance is filed, the Clerk shall complete a certificate as to its sufficiency (the "Certificate"). Grounds for insufficiency are only those specified in Sec. 4.3 of this Article. If insufficient, the Certificate shall specify the particulars of the deficiency. A copy of the Certificate shall be promptly sent to the petitioners' committee by hand delivery or registered mail. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the Clerk within two business days after receiving the copy of the Certificate and files a supplementary petition upon additional papers within fourteen (14) calendar days after receiving the copy of the Certificate. Such supplementary petition shall comply with the requirements of Sec. 4.3 of this Article. Within five business days after a supplementary petition is filed, the Clerk shall complete a Certificate as to the sufficiency of the petition, as amended, and shall promptly send a copy of such Certificate to the petitioners' committee by registered mail or hand delivery as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request Commission review under subsection (2) of this Section 4.4 within the time required, the Clerk shall promptly present the Certificate to the Commission and such Certificate shall then be a final determination as to the sufficiency of the petition.

(2) *Commission review as to sufficiency.* If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it or if an amended petition has been certified insufficient, the committee may, within two business days after receiving the copy of such Certificate, file a request that it be reviewed by the Commission. The Commission shall then review the Certificate at its next meeting following the filing of such request and approve or disapprove it, and the Commission's determination shall then be a final determination as to the sufficiency of the petition.

Sec. 4.5. - Action on petitions.

(1) *Action by Town Commission.* When an initiative petition or a petition for the repeal or amendment of an existing ordinance has been finally determined to be sufficient, the Town Commission shall promptly consider or reconsider the ordinance. Whether or not the Commission approves at first reading an initiated ordinance, or the repeal or amendment, as proposed, of a referred ordinance, the Commission shall proceed to a second reading at its next scheduled meeting, and shall otherwise comply with all requirements under Sec. 166.041 F. S. for public notice and public hearings prior to the adoption of an ordinance. If the Commission fails to adopt a proposed initiative ordinance without any change in substance within forty-five (45) calendar days, or fails to repeal or amend a referred ordinance in accordance with the initiative petition within thirty (30) calendar days, it shall submit the proposed or referred ordinance to the registered voters of the Town by referendum vote at an election. The referendum vote by registered Town voters shall constitute an "additional requirement for the enactment of ordinances" as specified in paragraph (6) of Section 166.041 F.S., in lieu of and as a greater, increased requirement than the affirmative majority vote of the governing body referred to in paragraph (4) of Sec. 166.041 F. S. If the Commission fails to act on a proposed initiative ordinance or a referred ordinance within the time period specified in this paragraph, the Commission shall be deemed to have failed to adopt the proposed initiative ordinance or failed to repeal or amend the referred ordinance on

LAUDERDALE-BY-THE-SEA TOWN CHARTER

As Amended by March 11, 2014 Election

the last day that the Commission was authorized to act on such matter. In that event, the Commission shall nevertheless comply with the public notice and public hearing requirements of Sec. 166.04 F.S. relative to the ordinance in question.

(2) *Submission to voters.* The vote of the Town on a proposed referred ordinance shall be held not less than ninety (90) days nor more than one hundred twenty (120) days from the date of Commission acted or was deemed to have acted pursuant to paragraph (1) of this section. If no regular election is to be held within the period described in this paragraph, the Commission shall provide for a special election, except that the Commission may, in its discretion provide for a special election at an earlier date within the described period. Copies of the proposed or referred ordinance shall be made available at the polls.

(3) *Withdrawal of petitions.* An initiative or referendum petition may be withdrawn at any time prior to the fifteenth (15th) day preceding the day scheduled for a vote of the Town by filing with the Town Clerk a request for withdrawal signed by at least eight-tenths of the members of the petitioners' committee. Upon the filing of such request, the petition shall have no further force or effect and all proceedings thereon shall be terminated.

Sec. 4.6. - Results of election.

(1) *Initiative.* If a majority of the registered voters voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results. If conflicting ordinances are approved at the same election, the one receiving the greater or greatest number of affirmative votes shall prevail to the extent of such conflict.

(2) *Repeal and amendment of referred ordinances.* If a majority of the registered voters voting on a referred ordinance vote for repeal or for amendment, it shall be considered repealed or amended, as appropriate, upon certification of the election results.

Sec. 4.7. - Ordinances affecting initiated ordinances; procedure for adoption.

An ordinance passed as a result of a vote of the registered voters of the Town, whether prior or subsequent to the effective date of this Article, may be repealed or amended only by a similar vote of the registered voters of the Town. The Town Commission may, by resolution, submit to the registered voters of the Town at any regular or special election for a referendum vote, a proposed ordinance to repeal or amend any such ordinance. Notice of the Town Commission's intention to submit such a proposed ordinance to the registered voters shall be published by the Town Commission no less than ninety (90) days nor more than one hundred twenty (120) days prior to such election, in the manner required for the publication of initiated ordinances. If an amendment is so proposed, such notice shall contain the proposed amendment in full. The Town Commission's submittal of such an ordinance shall be in the same manner, and the vote shall have the same effect as in cases of ordinances submitted to a vote of the registered voters of the Town by popular petition.

ARTICLE V. - TOWN OFFICERS AND EMPLOYEES

Sec. 5.1. - Vesting of administrative and executive powers.

The executive and administrative powers of the Town, not herein otherwise provided for, shall be vested

LAUDERDALE-BY-THE-SEA TOWN CHARTER
As Amended by March 11, 2014 Election

in and exercised by the following officers:

- (1) Mayor-Commissioner;
- (2) Town Manager;
- (3) Town Attorney;

The Town Manager and Town Attorney shall be appointed by the Town Commission. The Town Commission may by ordinance create, change and abolish offices, department or agencies other than the offices, departments or agencies established by this Charter.

Sec. 5.2. - Functions and duties of Mayor-Commissioner.

The Mayor-Commissioner or, in his/her absence or disqualification, the Vice Mayor or Mayor Pro Tem shall perform the following functions:

- (1) The Mayor-Commissioner shall preside at all meetings of the Town Commission and perform all duties consistent with his/her office, and shall have a voice and vote in the proceedings of the Town Commission, but no veto power. The Mayor-Commissioner shall vote last upon the roll call of Commissioners.
- (2) The Mayor-Commissioner shall use the title of Mayor in any case in which the execution of legal instruments, writings, or other papers so require; but this shall not be considered as conferring upon the Mayor-Commissioner any of the administrative or judicial functions of a Mayor under the general laws of the state, except as herein provided.
- (3) The Mayor-Commissioner shall be recognized as the official head of the Town by the courts for the purposes of serving civil processes; by the government in the exercise of military law; and by the public in general for all ceremonial purposes.
- (4) The Mayor-Commissioner may govern the Town by proclamation, under the direction of the Town Commission, during times of grave public danger or emergency, and the Town Commission shall be judge of what constitutes such public danger or emergency.
- (5) The Mayor-Commissioner shall exercise all the powers and duties of the Mayor-Commissioner as provided in the Charter, as well as all those powers and duties that may be conferred upon the Mayor-Commissioner by the Town Commission in pursuance of the provisions of this Charter.

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

The Town Commission shall appoint a Town Manager who shall be the administrative head of the municipal government under the direction and supervision of the Town Commission. The Town Manager shall hold office at the pleasure of the Town Commission. The Town Manager shall receive such compensation as determined by the Town Commission through the adoption of an appropriate resolution. The Town Manager shall be appointed by resolution approving an employment contract between the Town and the Town Manager. The Town Manager shall be appointed solely on the basis of education and experience in the accepted competencies and practices of local public management

LAUDERDALE-BY-THE-SEA TOWN CHARTER
As Amended by March 11, 2014 Election

including, a graduate degree with a concentration in public administration, public affairs, public policy, or public finance and two (2) years' experience as an appointed city manager or county manager, or four (4) years' experience as an assistant or deputy city manager or assistant or deputy county manager. Alternatively, the Town Manager shall be appointed on the basis of education and experience in the accepted competencies and practices of local public management that is determined by the Town Commission to be commensurate to those listed in the prior sentence.¹

Sec. 5.4. - Town Manager—Absence or disability; removal.

During the absence or disability of the Town Manager, the Town Commission may by resolution designate some properly qualified person to temporarily execute the functions of the Town Manager. The person thus designated shall have the same powers and duties as the Town Manager, and shall be known while so serving as "Acting Town Manager." The Town Manager or Acting Town Manager may be removed by the Town Commission at any time.

Sec. 5.5. - Town Manager—Powers and duties.

The Town Manager shall be responsible to the Town Commission for the proper administration of all affairs of the Town coming under the Town Manager's jurisdiction, and the Town Manager's powers are and they shall be:

- (1) To see that the laws and ordinances of the Town are enforced.
- (2) To appoint or remove all subordinate officers and employees.
- (3) To exercise, control and direct supervision over all departments and divisions of the municipal government under the classified service, except where otherwise provided.
- (4) To see that all terms and conditions imposed in favor of the Town or its inhabitants in any public utility franchise are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the Town Attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same.
- (5) To attend all meetings of the Town Commission, with right to take part in the discussions, but without having a vote.
- (6) To recommend to the Town Commission for adoption such measures as the Town Manager may deem necessary or expedient in the interest of the Town.
- (7) To keep the Town Commission fully advised as to the financial conditions and needs of the Town and at the proper time to submit to the Town Commission for its consideration an annual budget.
- (8) To advise and consult with all officers and official heads of the several departments of the Town relative to the affairs of such department, and to make recommendations to the Town

¹ Additions are shown in underlined text; deletions are shown in ~~strikethrough~~ text.

LAUDERDALE-BY-THE-SEA TOWN CHARTER

As Amended by March 11, 2014 Election

Commission respecting such departments as the Town Manager may see fit.

(9) To perform such other duties as may be prescribed under this Charter, or may be required of the Town Manager by motion, direction, ordinance or resolution of the Town Commission.

(10) To prepare and submit to the Town Commission an annual financial audit of its accounts and records, completed no later than six (6) months after the end of its fiscal year by an independent certified public accountant retained by the Town Commission and paid from its public funds.

(11) To sign all checks, warrants, bonds and agreements issued by the Town of Lauderdale-By-The-Sea.

(12) To assist the Town Commission to develop long-term goals for the Town and strategies to implement these goals.

(13) To encourage and provide staff support for regional and intergovernmental cooperation.

(14) To promote partnerships among the Town Commission, staff, and citizens in developing public policy and building a sense of community.

ARTICLE VI. - ELECTIONS.

Sec. 6.1. - Mayor-Commissioner and Commissioners; term of office; election; transition.

(1) Beginning with the regular election to be held on the second Tuesday in the month of March, 2008, and every two (2) years thereafter, a Mayor-Commissioner shall be elected for a term of two (2) years until his successor is elected and qualifies.

(2) Commencing with the regular election of the Town held in March, 2006, and continuing with successive elections at intervals of four years, candidates may qualify for the offices of Town Commissioner Seat 1 and Town Commissioner Seat 2, each elected at large. Town Commission Seat 1 and Town Commission Seat 2 shall replace the two Commission seats vacated by the expiration of the term of the two Commissioners in March, 2006. The candidate for Seat 1 shall reside in the north district of the Town. The candidate for Seat 2 shall reside in the south district of the Town. The candidates receiving the most votes for each seat shall be elected, and shall serve a term of four (4) years.

(3) Commencing with the regular election of the Town held in March, 2008, and continuing with successive elections at intervals of four years, candidates may qualify for the offices of Town Commission Seat 3 and Town Commissioner Seat 4, each elected at large. Town Commission Seat 3 and Town Commission Seat 4 shall replace the two Commission seats vacated by the expiration of the term of two Commissioners in March of 2008. The candidate for Seat 3 shall reside in the north district of the Town. The candidate for Seat 4 shall reside in the south district of the Town. The candidates receiving the most votes for each seat shall be elected, and shall serve a term of four years.

(4) All elections for the position of Town Commissioner or Mayor-Commissioner shall be held on the second Tuesday of March of each even-numbered year, or as provided for by law.

LAUDERDALE-BY-THE-SEA TOWN CHARTER

As Amended by March 11, 2014 Election

(5) The geographic boundary for the northern and southern districts shall be designated, prepared and identified no later than the first of September, 2004, and again in 2012 through a contract entered into by the Town with an accredited four (4) year college or university located within the state of Florida for the purpose of identifying and designating the northern and southern election districts within the Town. The Town Commission district boundaries shall be of equal population, compact, proportional, and logically related to the natural internal boundaries of the neighborhoods within the Town. The principal of nondiscrimination and one person/one vote shall be adhered to strictly.

(6) In the event no candidate qualifies for election for any designated Town Commission seat within the first ten (10) calendar days of the qualifying period, then any qualified person who resides anywhere in the Town may qualify for such seat. Thereafter, if no person qualifies for such seat, a vacancy shall be declared and filled in accordance with this Charter.

(7) The Town Commission shall adopt by Ordinance the creation and establishment of the boundaries of the initial northern and southern Town Commission seat districts no later than January 1, 2005. The Ordinance shall provide for the implementation of said election districts to be effective for the elections to be held in the Town commencing in March, 2006.

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

No later than ~~On~~ the second regularly scheduled Town Commission meeting to occur ~~Tuesday~~ following each regular election, one (1) member of the Town Commission may be designated, by resolution, as Vice Mayor to preside in the absence of the Mayor-Commissioner. In the event that the designated Mayor-Commissioner and the Vice Mayor are absent at any meeting of the Town Commission, any member of the Town Commission may be designated by the Town Commission to act as Mayor Pro-Tem for such meeting.

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

(1) To be eligible to hold the office of Mayor-Commissioner or Commissioner of the Town of Lauderdale-By-The-Sea, or to qualify for candidacy for Mayor-Commissioner or Commissioner, the individual shall be a bona fide resident and citizen of the Town of Lauderdale-By-The-Sea, shall have resided in the said town for the six (6) months immediately preceding the date of election, shall be a registered voter pursuant to Florida law, and shall be otherwise qualified as provided for in the Charter.

(2) No person may be a candidate for Commissioner, nor may be appointed to fill a vacancy as a Commissioner, if that person has served during both of the two preceding consecutive Commission terms for that seat as a Commissioner or a Mayor-Commissioner or both, without a two year break in service.

(3) No person may be a candidate for Mayor-Commissioner, nor may be appointed to fill a vacancy as the Mayor-Commissioner, if that person has served during each of the three preceding consecutive Mayor-Commissioner terms as a Mayor-Commissioner.

(4) Service of one year or less of a term by a person who had not previously served as either a Commissioner or Mayor-Commissioner shall not be considered for purposes of term limits.

LAUDERDALE-BY-THE-SEA TOWN CHARTER
As Amended by March 11, 2014 Election

(5) Service for purposes of term limits shall be determined as of the time the person would take office.

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

Sec. 6.4. - Qualifications of candidates; notice of candidacy; payment of fee.

Any individual who possesses the qualifications as provided in this Charter, may be a candidate for the office of Mayor-Commissioner or Commissioner by filing a verified notice of candidacy for Town Commission with the Town Clerk. Such notice shall be in the following form:

NOTICE OF CANDIDACY FOR
TOWN COMMISSIONER OR MAYOR-COMMISSIONER

I, _____ (Name of Candidate) _____, residing at _____ (Residence Address of Candidate) _____/_____/_____,
Lauderdale-By-The-Sea, Broward County, Florida, do hereby give notice of my candidacy for the office of Town Commissioner/Mayor-Commissioner of the Town of Lauderdale-By-The-Sea, Florida, in the forthcoming election to be held in said Town on _____ (Date of Primary)_____. I do further state that I am a citizen of the United States of America, and a resident of the Town of Lauderdale-By-The-Sea; that I have resided in the Town of Lauderdale-By-The-Sea for the six (6) months immediately preceding the date of the election to be held; and that I have fully satisfied all conditions precedent to such candidacy, pursuant to the provisions of the laws of the State of Florida and the Town Charter.

(Candidate's Signature)

STATE OF FLORIDA
COUNTY OF BROWARD

Before me, the undersigned authority, this day personally appeared _____ (Name of Candidate) _____ who, upon being duly sworn, deposed and said: that he/she is the candidate referred to in the foregoing Notice; that he/she is familiar with the contents of said Notice, and that the facts and matters therein stated are true; and that he/she did sign said Notice for the purpose therein specified.

(Candidate)

Sworn to and subscribed before me, this the _____ day of _____/_____/_____, 20____.

LAUDERDALE-BY-THE-SEA TOWN CHARTER
As Amended by March 11, 2014 Election

Notary Public, State of Florida

My commission expires: _____

The individual who files the notice as prescribed, and who pays the qualifying fee as prescribed, if otherwise found to be qualified, shall be entitled to have his/her name printed upon the official ballot at such town election.

Sec. 6.5. - Vacancies.

The office of a Commissioner, or the office of the Mayor-Commissioner, shall become vacant upon the person's death, resignation, removal from office in any manner authorized by law, or forfeiture of the office, such forfeiture to be declared by the remaining members of the Town Commission.

Sec. 6.6. - Forfeiture of office.

A Commission member, or the Mayor-Commissioner, shall forfeit the office if the person:

- (1) Lacks, at any time during a term of office, any qualification for the office prescribed by this Charter or general law;
- (2) Violates any standard of conduct or code of ethics established by law for public officials;
- (3) Is convicted of a felony while in office;
- (4) Fails to attend four (4) consecutive regular meetings of the Town Commission without being excused by the Town Commission by formal action entered upon the minutes; or
- (5) Becomes incapable of performing the duties of the office for a period of more than three (3) months.

In all circumstances arising under this section, the Town Commission shall be the judge of its own membership.

Sec. 6.7. - Forfeiture hearing and process.

A member of the Town Commission charged with conduct constituting grounds for forfeiture of his office shall be entitled to a public hearing on demand, and notice of such hearing shall be published in one or more newspapers of general circulation in the Town at least thirty days before the scheduled hearing. The Town Commission shall be the sole judge of the qualifications of its members and shall hear all questions relating to forfeiture of a Commissioner's or Mayor-Commissioner's office, including whether or not good cause for absence has been, or may be, established. The Commissioner in question shall have the burden of establishing good cause for absence; provided, however, that any Commissioner may at any time during any duly held meeting move to establish good cause for his or her absence or the absence of any other Commissioner, from any past, present, or future meeting(s), which motion, if carried, shall be conclusive. A Commissioner whose qualifications are in question, or who is otherwise subject to forfeiture of his/her office, shall not vote on any such matters. Any final determination by the Town Commission that a Commissioner or the Mayor-Commissioner has forfeited his or her office shall be made by resolution approved by a unanimous vote of the remaining members of the Town

LAUDERDALE-BY-THE-SEA TOWN CHARTER
As Amended by March 11, 2014 Election

Commission. All votes and other acts of the Commissioner in question prior to the effective date of such resolution shall be valid regardless of the grounds of forfeiture.

Sec. 6.8. - Filling of vacancies.

A vacancy on the Town Commission, including the office of Mayor-Commissioner, shall be filled in the following manner:

- (1) If there are less than one hundred eighty (180) days remaining in the unexpired term, or if there are less than one hundred eighty (180) days before the next federal, state, county or Town election, the remaining Commissioners, including the Mayor-Commissioner, shall, by majority vote, appoint a successor within thirty (30) days of the occurrence of the vacancy from among all qualified applicants. The person or persons so appointed must possess all of the required qualifications to be a member of the Town Commission. The Commissioner or Mayor-Commissioner appointed by the Town Commission to fill the vacancy as specified herein shall serve only until the next federal, state, county, or Town election. Further, the Commissioner or Mayor-Commissioner elected at such election shall serve only the unexpired term of the Commissioner or Mayor-Commissioner whose position became vacant.
- (2) If there are more than one hundred eighty (180) days remaining on an unexpired term, or if there are more than one hundred eighty (180) days before the next federal, state, county, or Town election, the Town Commission shall schedule a special election to be held no sooner than ninety (90) days nor more than one hundred twenty (120) days following the occurrence of the vacancy. The Commissioner or Mayor-Commissioner elected to fill the vacancy at any special election shall serve only the unexpired term of the Commissioner or Mayor-Commissioner whose position became vacant.
- (3) In the event of the death, resignation, or removal of the Mayor-Commissioner, the Vice Mayor shall forthwith commence to serve as interim Mayor-Commissioner until the position of Mayor-Commissioner is filled by election or appointment. When the Vice Mayor becomes interim Mayor-Commissioner, the Town Commission, by majority vote shall appoint one of the remaining Commissioners to become interim Vice Mayor. The Commissioner serving as Mayor-Commissioner, or the Vice Mayor, shall serve as Commission-Mayor, or Vice Mayor, until the newly elected or appointed Commissioner-Mayor, or Vice Mayor, is sworn into office. The interim Mayor-Commissioner, and interim Vice Mayor shall then return to the positions of Vice Mayor and Commissioner which he/she previously held to serve the remainder of his or her unexpired term.
- (4) In the event of the death, resignation, or removal of the Vice Mayor, the Town Commission shall, by majority vote, elect one of the Commissioners to serve as Vice Mayor.

Sec. 6.9. - Extraordinary vacancies.

In the event that all members of the Town Commission are removed by death, disability, or forfeiture of office, the Governor of the State of Florida shall appoint an interim Town Commission that shall call a special election as provided above to fill the vacancies.

LAUDERDALE-BY-THE-SEA TOWN CHARTER
As Amended by March 11, 2014 Election

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

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

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

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

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

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

ARTICLE VII. - PLANNING AND ZONING.

Sec. 7.1. - Maximum height for buildings established; referendum vote required for increases in zoned residential-district height limits.

(1) No building within the jurisdictional boundaries of the Town, as they existed on March 20, 2006, shall have more than four (4) stories above grade, and the maximum height of buildings within the Town that have four (4) stories above grade shall be forty-four (44) feet above grade, as defined in the Florida Building Code, or above a horizontal plane eighteen inches above the crown of the roadway at the highest point adjoining the property on which the building is located, whichever of those two levels is higher. The maximum height for all other buildings within the Town shall be thirty-three (33) feet

- (a) Above grade, as defined in the Florida Building Code, or
- (b) Above a horizontal plane eighteen inches above the crown if the roadway at the highest point adjoining the property on which the building is located, or
- (c) Above the minimum elevation for a habitable, finished floor permitted under applicable federal or Florida state regulations,

Whichever of those three levels is highest. Height shall be measured from the applicable base level specified above to the highest point on a flat roof, or to the median elevation between the peak of a sloped roof and the lowest edge of the sloped roof. In accordance with the Florida Building Code, bulkheads and penthouses used solely to enclose stairways, tanks, elevator machinery or shafts or ventilation or air conditioning apparatus shall not be included in determining building height; all other roofs structures, including parapet walls, shall not exceed four feet in height above the maximum allowed building height.

LAUDERDALE-BY-THE-SEA TOWN CHARTER
As Amended by March 11, 2014 Election

(2) In any building within the Town that has more than three (3) stories above grade, the first story shall be at grade level and shall be used for parking, either with or without toll collection booths. The first story may also be used for storage, refuse, security, registration, maintenance, and/or access, either with or without a lobby, provided that at least one-half ($\frac{1}{2}$) of the square footage of the first story is used for parking. Only within districts of the Town zoned for business ("B") use, the first story of buildings having more than three (3) stories above grade may also be devoted to non-residential commercial uses, provided that dedicated parking required by Town ordinance or code for the proposed buildings is provided off-street at a location on or adjacent to the property on which the buildings are situate, and designed so as to enable the parked vehicles to egress the parking space without having to back out into traffic. In any building within the Town that has more than three (3) stories above grade, the first story shall be restricted to the above enumerated uses, and may be used for no other purpose whatsoever. For the purposes of this provision of the Charter, a story is at grade level if its floor is at or below grade and its ceiling is above grade; a story that is at grade level is also above grade. Nothing in this paragraph shall be construed so as to prohibit any building within the Town that has more than three (3) stories above grade from also having one (1) or more subterranean stories below grade, provided, however, that in any building within the Town that has more than three (3) stories above grade, all subterranean stories shall be subject to the same restrictions on use as are established in this paragraph for the first story.

(3) Buildings which exceed thirty three (33) feet above grade, and which exceed thirty three (33) feet above the horizontal plane eighteen inches above the crown of the roadway at the highest point adjoining the property on which the building is located, but which are nevertheless allowed under subparagraph (1)(c) of this Section, and which do not include a non-habitable first floor with ample parking as required by Town ordinance or code, in accordance with the number and type of units in those buildings, must have dedicated off-street parking at a location on or adjacent to the property on which the buildings are situate. Parking for buildings in this category must be designed so as to enable the parked vehicles to egress the parking space without having to back out into traffic.

(4) All existing buildings within the Town that were legally in compliance with existing height and use restrictions on March 20, 2006, or were grandfathered on that date, but that either exceed the maximum building height limit established in paragraph (1), above, of this section of the Charter, or that fail to comply, where applicable, with the restrictions on use established in paragraph (2), above, of this section of the Charter, (hereinafter referred to as "Non-conforming Buildings") shall be considered legal, but non-conforming.

(5) Notwithstanding the maximum building height limit established in paragraph (1), above, of this section of the Charter, an existing non-conforming building may be replaced by a new nonconforming building when, and only when:

- (a) The existing non-conforming building has:
 - (i) Been destroyed by fire, natural disaster, or other act of God; and
 - (ii) The property owner has submitted and received Town approval of a site plan depicting the replacement building; and
 - (iii) Construction of the replacement building is commenced within twelve (12) months of the date of destruction; or

LAUDERDALE-BY-THE-SEA TOWN CHARTER
As Amended by March 11, 2014 Election

- (b) The existing non-conforming building is:
 - (i) Demolished as part of a Town approved redevelopment of the property; and
 - (ii) Prior to demolition, the property owner has submitted and received Town approval of a site plan depicting the replacement building; and
 - (iii) Construction of the replacement building is commenced within six (6) months of the date of site plan approval.

- (c) The Town Commission may grant one (1) or more six (6) month extensions to the time periods for commencement of construction established in paragraphs (5)(a)(iii) and (5)(b)(iii), above, provided a written request for extension is filed with the Town Clerk prior to (in the case of a first request for extension) the expiration of the initial applicable time period for commencement of construction or prior to (in the case of a subsequent request for extension) the expiration of the most recent extension of the applicable time period for commencement of construction.

- (d) All new non-conforming buildings constructed pursuant to the provisions of either paragraph (5)(a) or (5)(b), above, shall comply, where applicable, with the restrictions on use established in paragraph (2), above, and the provisions for parking availability established in paragraph (3), above, of this section of the Charter.

- (e) The maximum allowable height of any new non-conforming building constructed pursuant to the provisions of either paragraph (5)(a) or (5)(b), above, shall not exceed the original height of the non-conforming building which it replaces, plus any additional height which (because of the requirements of state or federal law, or because of the restrictions on use established in paragraph (2), above, of this section of the charter) may be necessary to obtain the same number of habitable stories as was contained in the original non-conforming building. Nothing in this section of the Charter shall be construed to prevent a new non-conforming building from being constructed to a lesser height or from containing fewer habitable stories than that of the original non-conforming building which it replaces. For the purposes of this provision of the Charter, the term "habitable story" means any story or part thereof that is used as a home or place of abode, either permanent or temporary, by one (1) or more persons.

- (f) The maximum allowable square footage of any new nonconforming building constructed pursuant to the provisions of either paragraph (5)(a) or (5)(b), above, shall not exceed the original square footage of the non-conforming building which it replaces, plus any additional square footage which (because of the requirements of state or federal law, or because of the restrictions on use established in paragraph (2), above, of this section of the Charter) may be necessary to obtain the same number of habitable square feet as was contained in the original non-conforming building. Nothing in this section of the Charter shall be construed to prevent a new nonconforming building from being constructed either with less total square footage or with less habitable square footage than that of the original non-conforming building which it replaces. For the purposes of this section of the Charter, the term "habitable square footage" means the square footage of that portion of a building that is used as a home or place of abode, either permanent or temporary, by one (1) or more persons.

LAUDERDALE-BY-THE-SEA TOWN CHARTER
As Amended by March 11, 2014 Election

(6) The maximum building height limits, the restrictions on use and the maximum allowable square footage, and the provisions governing parking established in paragraphs (1), (2), (3) and (5), above, of this section of the Charter, shall be applicable to all real property located within the boundaries of the Town as the boundaries exist on March 20, 2006.

(7) Every resident of the Town shall have the standing to enforce the maximum building height limits and the maximum allowable square footage established in paragraphs (1), (2) and (5), above, of this section of the Charter, by means of a suit in equity seeking either mandamus; prohibition; or any combination thereof, but nothing in this provision of the Charter shall be construed to either create a cause of action at law for money damages, or to authorize a court of equity to award money damages as an incident to equitable relief, or to authorize an award of attorney's fees to the prevailing party or to any other party.

(8) The maximum building height limit established in paragraph (1), above, of this section of the Charter, supersedes any existing zoning ordinance or land development regulation to the extent that said zoning ordinance or land development regulation establishes anywhere within the Town a maximum building height limit greater than that established in paragraph (1), above, of this section of the Charter, but nothing in this section of the Charter shall be construed to supersede, modify or repeal any existing zoning ordinance or land development regulation that establishes anywhere within the Town a maximum building height limit lower than that established in paragraph (1), above, of this section of the Charter.

(9) The Town Commission may not increase, by ordinance or by variance, the maximum building height limits established in paragraphs (1) and (5), above, of this section of the Charter, nor may the Town Commission modify, amend or repeal, by ordinance or by variance, the restrictions on use established in paragraph (2), above, or the provisions for parking availability established in paragraphs (2), (3) or (5), above, of this section of the Charter, nor may the Town Commission increase, by ordinance or by variance, the maximum allowable square footage established in paragraph (5), above, of this section of the Charter. The maximum height limits established for residential zoning districts including, but not limited to, R-5, RS-4, RS-5, RD-10, RM-15, RM-16, RM-25 and PUD in the Town's land development code as of March 20, 2006, may be increased, or such districts re-zoned for any other use whatsoever, only by a referendum vote of the registered voters of the Town in the manner established in Article IV, Section 4.7[50] of this Charter for the repeal or amendment of initiated ordinances. The Town may not create new categories of zoning without approval of such categories by a similar referendum vote; and all provisions of such new categories of zoning must be submitted to the voters for approval.

(10) The maximum building height limits established in paragraphs (1) and (5), above, of this section of the Charter, may be increased only by an amendment to or by repeal of this section of the Charter. The restrictions on use established in paragraph (2), above, and the provisions governing parking availability established in paragraphs (2), (3) and (5), above, of this section of the Charter, may be modified, amended or repealed only by an amendment to or by repeal of this section of the Charter. The maximum allowable square footage established in paragraph (5), above, of this provision of the Charter, may be increased only by an amendment to, or by repeal of this section of the Charter. Except as expressly provided below, this section of the Charter may be amended or repealed only by means of a

LAUDERDALE-BY-THE-SEA TOWN CHARTER
As Amended by March 11, 2014 Election

majority vote of the registered voters of the Town at a referendum election held either on the same day as a regularly scheduled November general election or on the same day as a regularly scheduled March municipal general election. The amendment or repeal of this section of the Charter at a special election held on a day other than a regularly scheduled November general election or on a day other than a regularly scheduled March municipal general election is expressly prohibited, except that a special election or special election by mail may be held to correct, to the minimum practicable extent, a provision adjudged by a court of competent jurisdiction to violate the State or Federal Constitution or any valid state or federal law, but only after such adjudication is affirmed on appeal. Amendments approved at a special election may include no elements not directly related to such court adjudication.

(11) These provisions of the Charter shall be effective immediately upon adoption by a majority of the registered voters of the Town voting in a referendum to amend the Charter so as to include these provisions. Upon adoption, the maximum building height limits, the restrictions on use, the maximum allowable square footage and the provisions governing parking availability established in paragraphs (1), (2), (3) and (5), above, of this section of the Charter, shall immediately apply to all real property located within the boundaries of the entire Town. Upon adoption of these provisions, and pending amendment of any portion or portions of the Town's Code of Ordinances inconsistent with this section of the Charter, the more stringent provisions of this section shall apply.

Sec. 7.2. Restrictions on the vacating, abandonment, lease, sale, transfer of possession or transfer of ownership of the El Prado Property.

(1) As used in this section of the Charter, the term "the El Prado Property" shall refer to the following described real property situate, lying and being in the Town of Lauderdale-By-The-Sea, Florida:

The real property bounded on the west by the eastern boundary line of the Ocean Drive (also known as State Road A1A right-of-way, bounded on the east by the western boundary line of the El Mar Drive right-of-way, bounded on the north by the south boundary line of Lots 1, 2, 3, 4 and 5 of Block 11, and bounded on the south by the north boundary line of Lots 11, 12, 13, 14 and 15 of Block 12, all said Lots, Blocks and rights-of-way as set forth in the Plat of the Lauderdale-By-The-Sea Subdivision as recorded in Plat Book 6, at Page 2 of the Public Records of Broward County, Florida;

and

The real property bounded on the west by the eastern boundary line of the El Mar Drive right-of-way, bounded on the east by the western shore of the Atlantic Ocean, bounded on the north by the southern boundary line of Lot 1, Block 8, and bounded on the south by the north boundary line of Lot 13, Block 7, all said Lots, Blocks and rights-of-way as set forth in the Plat of the Lauderdale By-The-Sea Subdivision as recorded in Plat Book 6, at Page 2 of the Public Records of Broward County, Florida.

(2) The Town may not vacate, abandon, lease, sell, transfer possession or transfer ownership of the El Prado Property without first obtaining a majority vote of the Town's electors at a referendum election

LAUDERDALE-BY-THE-SEA TOWN CHARTER
As Amended by March 11, 2014 Election

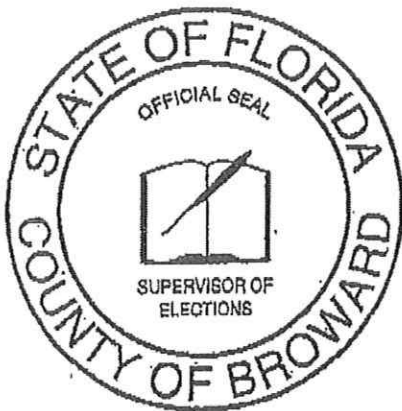
held for the specific purpose of authorizing said vacating, abandonment, lease, sale, transfer of possession or transfer of ownership of the El Prado Property.

(3) Any referendum election called for the purpose of authorizing the vacating, abandonment, lease, sale, transfer of possession or transfer of ownership of the El Prado Property shall be held either on the same day as a regularly scheduled November general election or on the same day as a regularly scheduled March municipal election. The holding of a referendum election called for the purpose of authorizing said vacating, abandonment, lease, sale, transfer of possession or transfer of ownership of the El Prado Property on a day other than a regularly scheduled November general election or on a day other than a regularly scheduled March municipal election is expressly prohibited.

(4) Every resident of the Town shall have standing to enforce the restrictions on the vacating, abandonment, lease, sale, transfer of possession or transfer of ownership of the El Prado Property established in paragraphs (2) and (3), above, of this provision of the Charter, by means of a suit in equity seeking either mandamus, prohibition, or injunction, or any combination thereof, but nothing in this provision of the Charter shall be construed to either create a cause of action at law for money damages, or to authorize a court of equity to award money damages as an incident to equitable relief, or to authorize an award of attorney's fees to the prevailing party or to any other party.

Sec. 7.3. Advisory boards; how constituted.

The Town Commission may at any time by resolution appoint advisory boards, composed of residents of the Town of Lauderdale-By-The-Sea, qualified to act in an advisory capacity to the Town Commission, the Town Manager, or to any department of the Town. The members of such boards shall serve without compensation at the pleasure of the Commission, and their duties shall be to consult and advise with such municipal officers and make written recommendations which shall become part of the records of the Town.

**DR. BRENDA C. SNIPES****SUPERVISOR OF ELECTIONS****BROWARD COUNTY****BROWARD COUNTY GOVERNMENTAL CENTER****FORT LAUDERDALE, FLORIDA 33301****Phone: (954) 712-1950****Fax: (954) 357-7070**

VOTE WITH CONFIDENCE

FAX TRANSMISSION COVER SHEET

TO: Municipal Clerks FAX#: _____

FROM: Andrea C. Perri NUMBER OF PAGES: _____ DATE: 03/13/14
INCLUDING COVER SHEET

REGARDING: Official Results for the March 11, 2014 Municipal Election.

COMMENTS: _____

FOR TRANSMISSION PROBLEMS PLEASE CALL (954) 712-1950

THERE ARE BRANCH OFFICES LOCATED THROUGHOUT THE COUNTY FOR
YOUR CONVENIENCE. PLEASE CALL (954) 357-7050 FOR THE LOCATION OF
THE OFFICE NEAREST YOU.

SUMMARY REPT-GROUP DETAIL

MUNICIPAL GENERAL
BROWARD COUNTY, FLORIDA
MARCH 11, 2014

LAUDERDALE BY THE SEA

RUN DATE:03/13/14 04:24 PM

REPORT-EL45A PAGE 001

	TOTAL VOTES	%	EDAY 200	EDAY IVO	ABSENTEE	PROVISION
PRECINCTS COUNTED (OF 2)	2	100.00				
REGISTERED VOTERS - TOTAL	5,170					
BALLOTS CAST - TOTAL	1,154		715	0	439	0
VOTER TURNOUT - TOTAL		22.32				
COMMISSIONER SEAT 1 DISTRICT 1 LAUD-BY-THE-SEA						
Vote for 1						
Birute Ann Clotney	445	39.24	272	0	173	0
Elliot Sokolow	486	42.86	284	0	202	0
Eric Yankwitz	203	17.90	153	0	50	0
LAUDERDALE-BY-THE-SEA 1						
Vote for 1						
YES/SI/NI	703	63.11	457	0	246	0
NO/NO/NON	411	36.89	230	0	181	0
LAUDERDALE-BY-THE-SEA 2						
Vote for 1						
YES/SI/NI	658	60.59	387	0	271	0
NO/NO/NON	428	39.41	289	0	139	0
LAUDERDALE-BY-THE-SEA 3						
Vote for 1						
YES/SI/NI	372	35.16	236	0	136	0
NO/NO/NON	686	64.84	429	0	257	0
LAUDERDALE-BY-THE-SEA 4						
Vote for 1						
YES/SI/NI	737	67.49	420	0	317	0
NO/NO/NON	355	32.51	262	0	93	0
LAUDERDALE-BY-THE-SEA 5						
Vote for 1						
YES/SI/NI	485	44.66	316	0	169	0
NO/NO/NON	601	55.34	364	0	237	0
LAUDERDALE-BY-THE-SEA 6						
Vote for 1						
YES/SI/NI	902	83.13	560	0	342	0
NO/NO/NON	183	16.87	119	0	64	0

COUNTY JUDGE

COUNTY COMMISSIONER

SUPERVISOR OF ELECTIONS

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7

**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, FLORIDA, PROVIDING FOR THE
APPOINTMENT OF MEMBERS TO THE CHARTER
REVIEW BOARD; PROVIDING FOR CONFLICT;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, pursuant to Town Charter Section 7.3, the Town Commission at any time may by resolution appoint advisory boards, comprised of Town residents, to serve without compensation and at the pleasure of the Town Commission; and

WHEREAS, the Charter provides that the duties of such boards are to consult and advise with the Town Commission, the Town Manager, or any Town department and make written recommendations which shall become part of the records of the Town; and

WHEREAS, Town Charter Section 2.7 provides that “As often as the Town Commission may deem necessary, but in any event, not less frequently than every twelve (12) years, the terms and provisions of this Charter shall be reviewed;” and

WHEREAS, while the Town Charter does not dictate a particular method for reviewing the Charter, the Town Commission chose to appoint a Charter Review Board in 2012 to advise it on the review, which resulted in certain questions being approved by the Town Commission and by the voters at the March 2014 general municipal election; and

WHEREAS, consistent with past Town practice, the Town Commission seeks to appoint a seven-member Charter Review Board to assist it in carrying out the requirements of Town Charter Section 2.7; and

WHEREAS, the Charter Review Board shall consider those issues identified by the Town Commission and any other issues it may identify, and make recommendations to the Town Commission regarding any potential revisions to the Town Charter.

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

SECTION 1. Recitals. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the Town Commission and incorporated herein.

SECTION 2. Appointments. The Town Commission hereby officially designates the following persons as members of the Charter Review Board, and they shall serve at the pleasure of the Town Commission:

SECTION 3. Conflicts. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 4. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Town Commission of the Town of Lauderdale-By-The-Sea, Florida, this 14th day of May 2024.

MAYOR EDMUND MALKOON

ATTEST:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

1
2
3
4

Susan L. Trevarthen, Town Attorney

Town Clerk

From: noreply@civicplus.com
Sent: Monday, April 8, 2024 10:54 AM
To: Town Clerk
Subject: Online Form Submittal: Town of Lauderdale-By-The-Sea Application for Boards & Committees

[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.

Town of Lauderdale-By-The-Sea Application for Boards & Committees

Name of Board	CHARTER REVIEW COMMITTEE
First Name	KENNETH
Last Name	BRENNER
Address	258 Commercial Blvd
City	Lauderdale By The Sea
State	FL
Zip Code	33308
Home Phone	9546129571
Cell Phone	954-612-9571
Email Address	kenbrennerlbts@gmail.com
Occupation	Former Accountant/Property Manager & Business Owner
Business Address	258 COMMERCIAL BLVD
City	Lauderdale By The Sea
State	FL
Zip Code	33308
Work Phone	9549380101
Are you a town resident?	Yes

If yes, how long?	17 years
Are you registered to vote within the Town?	Yes
Are you presently serving or have you ever served on any other board/committee?	Yes
If yes, which board/committee?	LBTS VFD Fire Pension Board
Please list your background experience, education, experiences, interests/hobbies which qualify you to serve on this board/committee.	
Experience	TAX ACCOUNTANT, PROPERTY MANAGER ,LOCAL BUSINESS MANAGER
Education	BACHELOR DEGREE IN ACCOUNTING
Interests and Hobbies	TRAVEL

I acknowledge that making false statements herein may be cause for removal by the Town Commission.

Please type your signature.	KENNETH BRENNER
Today's Date	4/8/2024

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
Sent: Thursday, April 11, 2024 2:47 PM
To: Town Clerk
Subject: Online Form Submittal: Town of Lauderdale-By-The-Sea Application for Boards & Committees

[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.

Town of Lauderdale-By-The-Sea Application for Boards & Committees

Name of Board	Charter Committee
First Name	Helen
Last Name	Britton
Address	5200 N Ocean Blvd, #611
City	Lauderdale by the Sea
State	Fl
Zip Code	33308
Home Phone	6077252742
Cell Phone	6077252742
Email Address	gkhjbritton@aol.com
Occupation	retired
Business Address	none
City	Lauderdale by the Sea
State	Fl
Zip Code	33308
Work Phone	6077252742
Are you a town resident?	Yes

If yes, how long? 8 yrs

Are you registered to vote within the Town? Yes

Are you presently serving or have you ever served on any other board/committee? No

If yes, which board/committee? *Field not completed.*

Please list your background experience, education, experiences, interests/hobbies which qualify you to serve on this board/committee.

Experience During my career as. a Director of Customer Service I dealt with many companies for development. I am a focused team player that believes in rules, open discussion and majority rules.

Education AS degree business

Interests and Hobbies Politics, Love the sand and the sea and preservation of Small town activities.

I acknowledge that making false statements herein may be cause for removal by the Town Commission.

Please type your signature. Helen J Britton

Today's Date 4/11/2024

Email not displaying correctly? [View it in your browser.](#)



TOWN OF LAUDERDALE-BY-THE-SEA APPLICATION FOR BOARDS & COMMITTEES

Name of Board:
Applicant Name:
Street Address:
City State Zip Code:
Home Phone:
Email Address:
Occupation:
Business Address:
Work Phone:

Charter Review Board
Robert Fleishman
221 Spanish River Drive
Lauderdale By the Sea FL 33062
954-941-5021 Cell Phone: 954-328-1977
cyw6.143@aol.com
Retired
None
None

Are you a Town resident? Yes ☒ No ☐ How long? 35 Years ☐ Months

Are you a registered voter within the Town? Yes ☒ No ☐

Are you presently serving or have you ever served on any other board/committee? Yes ☐ No ☒

If so, which one(s)?

Please list your background experience, education, experiences, interests/hobbies which qualify you to serve on this board/committee:

Experience: ~~Boston University~~ I owned many
businesses through my life, and have
been quite successful.

Education: Boston University

Interests/Hobbies: I buy + sell homes that's
my hobby.

Applicant Signature

Please attach additional page, if needed

Name (printed)

Robert Fleishman

Date:

4/18/24

- ☐ Making false statements herein may be cause for removal by the Town Commission.
- ☐ Please return your completed form to the Town Clerk's Office.

From: noreply@civicplus.com
Sent: Tuesday, April 9, 2024 1:50 PM
To: Town Clerk
Subject: Online Form Submittal: Town of Lauderdale-By-The-Sea Application for Boards & Committees

[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.

Town of Lauderdale-By-The-Sea Application for Boards & Committees

Name of Board	Charter Review and audit committee
First Name	brian
Last Name	kuszmar
Address	219 Commercial Blvd
City	Lauderdale By The Sea
State	FL
Zip Code	33308
Home Phone	9548213232
Cell Phone	9548213232
Email Address	B.Kuszmar@yahoo.com
Occupation	Business Owner
Business Address	219 Commercial Blvd
City	Lauderdale By The Sea
State	FL
Zip Code	33308
Work Phone	9544938811
Are you a town resident?	Yes

If yes, how long?	20+ years
Are you registered to vote within the Town?	Yes
Are you presently serving or have you ever served on any other board/committee?	No
If yes, which board/committee?	<i>Field not completed.</i>
Please list your background experience, education, experiences, interests/hobbies which qualify you to serve on this board/committee.	
Experience	Running a successful business with six employees.
Education	HS, self-taught.
Interests and Hobbies	Many. reading, etc...

I acknowledge that making false statements herein may be cause for removal by the Town Commission.

Please type your signature.	Brian Kuszmar
Today's Date	4/9/2024

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
Sent: Tuesday, April 30, 2024 5:45 PM
To: Town Clerk
Subject: Online Form Submittal: Town of Lauderdale-By-The-Sea Application for Boards & Committees

[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.

Town of Lauderdale-By-The-Sea Application for Boards & Committees

Name of Board	Charter review board
First Name	Loraine (Lori)
Last Name	Lenoble
Address	2000 S OCEAN BLVD APT 16F
City	POMPANO BEACH
State	FL
Zip Code	33062
Home Phone	9542494510
Cell Phone	Field not completed.
Email Address	lorilenoble@gmail.com
Occupation	retired
Business Address	2000 S OCEAN BLVD APT 16F
City	Lauderdale by the Sea
State	FL
Zip Code	33062
Work Phone	9542494510
Are you a town resident?	Yes

If yes, how long?	11 years
Are you registered to vote within the Town?	Yes
Are you presently serving or have you ever served on any other board/committee?	No
If yes, which board/committee?	Field not completed.

Please list your background experience, education, experiences, interests/hobbies which qualify you to serve on this board/committee.

Experience	Business Requirements Analyst, Technology Manager, Program Manager, Project Manager, American Express, Carnival Cruise Lines
Education	University of Florida BA, Nova South Eastern Univ MBA
Interests and Hobbies	Cooking, Walking, Currently Volunteer Managing the Gracepoint Church Bread Pantry and Providing food to the under privileged community. Board Member for Royal Coast Condo for 6 years.

I acknowledge that making false statements herein may be cause for removal by the Town Commission.

Please type your signature.	Loraine LeNoble
Today's Date	4/30/2024

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
Sent: Monday, March 18, 2024 2:13 PM
To: Town Clerk
Subject: Online Form Submittal: Town of Lauderdale-By-The-Sea Application for Boards & Committees

[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.

Town of Lauderdale-By-The-Sea Application for Boards & Committees

Name of Board	Planning/Zoning or Charter Review
First Name	Lisa
Last Name	Magill
Address	1573 Blue Water Terrace N
City	Pompano Beach
State	FL
Zip Code	33062
Home Phone	9542543439
Cell Phone	9542543439
Email Address	Imagill@kbrlegal.com
Occupation	attorney
Business Address	1200 park central blvd south
City	Pompano Beach
State	FLORIDA
Zip Code	33064
Work Phone	9549280680
Are you a town resident?	Yes

If yes, how long?	13 years
Are you registered to vote within the Town?	Yes
Are you presently serving or have you ever served on any other board/committee?	No
If yes, which board/committee?	Field not completed.

Please list your background experience, education, experiences, interests/hobbies which qualify you to serve on this board/committee.

Experience	I would be a good candidate for either the P&Z board or the Charter Review board. I am a community association attorney so I am very familiar with reading ordinances, drafting legislation as a delegate to a statewide organization that focuses on community association legislation and also serve on a national task force and national legislative advocacy committee that addresses legislation and other legal and/or governmental issues related to community association operations. For example, our recent work on a federal level is an effort to exempt community associations from compliance with the Corporate Transparency Act. I am familiar with the state pre-emption on the vacation rental ordinances (and efforts to pre-empt mostly everything e.g. plastic straws, suntan lotion, etc.) and want to get involved in our Town.
Education	SUNY Binghamton (B.A.); University of Miami School of Law (J.D.)
Interests and Hobbies	I'm interested in how I can get involved and make a difference in our little town.

I acknowledge that making false statements herein may be cause for removal by the Town Commission.

Please type your signature.	Lisa Magill
Today's Date	3/18/2024

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
Sent: Sunday, April 7, 2024 10:13 PM
To: Town Clerk
Subject: Online Form Submittal: Town of Lauderdale-By-The-Sea Application for Boards & Committees

[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.

Town of Lauderdale-By-The-Sea Application for Boards & Committees

Name of Board	Charter Review Board
First Name	Ann
Last Name	MARCHETTI
Address	4543 Bougainvilla Dr
City	Lauderdale By The Sea
State	FL
Zip Code	33308
Home Phone	5084685167
Cell Phone	5084685167
Email Address	ann@annmarchetti.com
Occupation	Consultant
Business Address	PO Box 11817
City	Ft Lauderdale
State	FL
Zip Code	33339
Work Phone	5084685167
Are you a town resident?	Yes

If yes, how long?	16 years
Are you registered to vote within the Town?	Yes
Are you presently serving or have you ever served on any other board/committee?	Yes
If yes, which board/committee?	Board of Directors: LBTS Chamber of Commerce, Action for Healthy Kids, MYOB, Inc., Home Instruction for Parents of Preschool Partners, Illinois Alliance to Prevent Obesity; Illinois Coalition for School Based/Linked Health Centers; Committees: Broward Health Imperial Point Community Advisory Committee, Ready to Learn Partnership

Please list your background experience, education, experiences, interests/hobbies which qualify you to serve on this board/committee.

Experience	I have a unique blend of public policy, business, and creative skills. I have extensive experience identifying and addressing issues of concern at the national, state, and local levels related to public health, transportation, environmental planning, small businesses, and education. I have been building partnerships to impact change for 30+ years influencing positive outcomes. I have extensive experience with and passion for helping individuals and the collective's ability to solve significant problems and optimize results.
Education	Radford University, Radford VA. Master of Science, 1989, Fellowship Award Recipient, Bachelor of Science, 1985.
Interests and Hobbies	Parks and recreation, public health, foster care systems, public advocacy, gardening/environmental issues, sports, and human rights.

I acknowledge that making false statements herein may be cause for removal by the Town Commission.

Please type your signature.	Ann Marchetti
-----------------------------	---------------

Today's Date	4/7/2024
--------------	----------

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
Sent: Tuesday, April 2, 2024 3:53 PM
To: Town Clerk
Subject: Online Form Submittal: Town of Lauderdale-By-The-Sea Application for Boards & Committees

[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.

Town of Lauderdale-By-The-Sea Application for Boards & Committees

Name of Board	Planning and Zoning and Charter Review Board
First Name	roseann
Last Name	minnet
Address	2000 south ocean blvd apt 11e
City	lauderdale by the sea
State	fl
Zip Code	33062
Home Phone	954-942-2194
Cell Phone	954-801-6747
Email Address	roseannaminnet@gmail.com
Occupation	lighting designer
Business Address	223 west prospect road
City	oakland park
State	fl
Zip Code	33309
Work Phone	954-351-7282
Are you a town resident?	Yes

If yes, how long? 18 years

Are you registered to vote within the Town? Yes

Are you presently serving or have you ever served on any other board/committee? Yes

If yes, which board/committee? *Field not completed.*

Please list your background experience, education, experiences, interests/hobbies which qualify you to serve on this board/committee.

Experience Served on Both the Charter Review Board and the Planning and Zoning Board. I have extensive knowledge in building and design.

Education BA in Accounting from FAU

Interests and Hobbies family, reading, community

I acknowledge that making false statements herein may be cause for removal by the Town Commission.

Please type your signature. roseann minnet

Today's Date 4/2/2024

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
Sent: Tuesday, March 19, 2024 10:01 AM
To: Town Clerk
Subject: Online Form Submittal: Town of Lauderdale-By-The-Sea Application for Boards & Committees

[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.

Town of Lauderdale-By-The-Sea Application for Boards & Committees

Name of Board	Charter Review Committee
First Name	Kym
Last Name	Miranda
Address	1972 Coco Palm Pl
City	Lauderdale-by-the-Sea
State	Florida
Zip Code	33062
Home Phone	954-494-7474
Cell Phone	954-494-7474
Email Address	mirandakym@yahoo.com
Occupation	Visitor Center Coordinator/Retired
Business Address	4201 N. Ocean Drive
City	Lauderdale-by-the-Sea
State	Florida
Zip Code	33308
Work Phone	9548707747
Are you a town resident?	Yes

If yes, how long?	3 years 7 months
Are you registered to vote within the Town?	Yes
Are you presently serving or have you ever served on any other board/committee?	No
If yes, which board/committee?	Field not completed.
Please list your background experience, education, experiences, interests/hobbies which qualify you to serve on this board/committee.	
Experience	35 years of healthcare sales experience, including drafting RFPs, responding to RFPs, contract reviews and negotiating.
Education	Bachelors in Communication and Literature; 5th year of Secondary Education (required in California)
Interests and Hobbies	Biking, walking, cooking, entertaining

I acknowledge that making false statements herein may be cause for removal by the Town Commission.

Please type your signature.	Kym Miranda
Today's Date	3/19/2024

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
Sent: Saturday, March 2, 2024 7:41 AM
To: Town Clerk
Subject: Online Form Submittal: Town of Lauderdale-By-The-Sea Application for Boards & Committees

[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.

Town of Lauderdale-By-The-Sea Application for Boards & Committees

Name of Board	Charter Review Committee
First Name	Robert
Last Name	Noll
Address	4050 North Ocean Dr #1206
City	Lauderdale by the Sea
State	FL
Zip Code	33308
Home Phone	7174049008
Cell Phone	7174049008
Email Address	bob_noll@msn.com
Occupation	Flight Attendant
Business Address	2702 Love Field Dr
City	Dallas
State	TX
Zip Code	75235
Work Phone	8336782125
Are you a town resident?	Yes

If yes, how long?	11 years
Are you registered to vote within the Town?	Yes
Are you presently serving or have you ever served on any other board/committee?	No
If yes, which board/committee?	Field not completed.
Please list your background experience, education, experiences, interests/hobbies which qualify you to serve on this board/committee.	
Experience	As a committee member on our Flight Attendant interview team, our Flight Attendant Strategic Team, Critical Incident Strategic Team, and a Flight Attendant Instructor for our FAA required yearly Recurrent Training to be recertified as a Flight Attendant for another year, I have participated to create a better understanding and quality of life at Southwest Airlines. When I'm flying, I provide our passengers with safety first followed by the best customer service in the airline industry.
Education	AA degree in Business Administration Certificate in Common Sense and Good Judgement
Interests and Hobbies	Enjoy our beautiful beach, biking, walking, trash pickup in the community, involvement in my condo building, and meeting many residents in LBTS.
I acknowledge that making false statements herein may be cause for removal by the Town Commission.	
Please type your signature.	Robert W. Noll
Today's Date	3/2/2024

Email not displaying correctly? [View it in your browser.](#)

Town Clerk

From: noreply@civicplus.com
Sent: Tuesday, April 9, 2024 4:12 PM
To: Town Clerk
Subject: Online Form Submittal: Town of Lauderdale-By-The-Sea Application for Boards & Committees

[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.

Town of Lauderdale-By-The-Sea Application for Boards & Committees

Name of Board	CHARTER REVIEW COMMITTEE
First Name	JACQUELYN
Last Name	BONANNI-RUBINO
Address	266 OCEANIC AVE.
City	LAUDERDALE BY THE SEA
State	Florida
Zip Code	33308
Home Phone	6096588050
Cell Phone	6096588050
Email Address	jackwan53@aol.com
Occupation	EXECUTIVE ASSISTANT/OFFICE MANAGER
Business Address	840 NE 20 AVE.
City	FORT LAUDERDALE
State	FL
Zip Code	33308
Work Phone	9544678220
Are you a town resident?	Yes

If yes, how long?	13 YRS. 4 MOS.
Are you registered to vote within the Town?	Yes
Are you presently serving or have you ever served on any other board/committee?	No
If yes, which board/committee?	<i>Field not completed.</i>

Please list your background experience, education, experiences, interests/hobbies which qualify you to serve on this board/committee.

Experience	STARTED AS A LABORER, BECAME A PRODUCTION SUPERVISOR AT GENERAL MOTORS NORTH AMERICAN OPERATIONS TRENTON, NJ FROM 1984 THRU 1993. RELOCATED TO GENERAL MOTORS NORTH AMERICAN AUTO ASSEMBLY DIV. IN LINDEN, NJ FROM 1993 UNTIL IT CLOSED IN 2007. VOLUNTEERED AT PROJECT FREEDOM, NJ WHICH IS BARRIER FREE LIVING FOR SEVERLY DISABLED PERSONS FROM 2003 TO 2007 AT WHICH TIME I WAS OFFERED A POSITION AS EXECUTIVE ASSISTANT TO THE CEO AND CONSTRUCTION MGR. UNTIL 2011 AT WHICH TIME I MOVED TO LAUDERDALE BY THE SEA FULL TIME WE PURCHASED OUR HOME IN 2010. 2012 TO PRESENT- EXECUTIVE ASSISTANT AND OFFICE MANAGER TO THE LOVELL COMPANIES IN FORT LAUDERDALE. I HAVE RECOMMENDATION LETTERS FROM GENERAL MOTORS AND PROJECT FREEDOM IF NEEDED, AND YOU MAY CALL MY EMPLOYER AT LOVELL COMPANIES IF NEEDED, OR THEY WILL PROVIDE A LETTER.
Education	MERCER COUNTY COMMUNITY COLLEGE-1973. WILFRED BEAUTY ACADEMY -1975. GENERAL MOTORS 1977 THRU 2007. PROJECT FREEDOM 2008-2011. LOVELL COMPANIES 2012 TO PRESENT.
Interests and Hobbies	I ENJOY WORKING WITH PEOPLE. I BELIEVE THAT FUNCTIONING TOGETHER MAKES UNIFIED DECISIONS IN AN ORDERLY MANNER WITHOUT MANY DISPUTES. AS FAR AS HOBBIES, I LIKE TO DO JIGSAW PUZZLES THEY ARE RELAXING. I ALSO ENJOY READING, ART AND DRAWING.

I acknowledge that making false statements herein may be cause for removal by the Town Commission.

Please type your
signature.

JACQUELYN BONANNI-RUBINO

Today's Date

4/9/2024

Email not displaying correctly? [View it in your browser.](#)

Town Clerk

From: noreply@civicplus.com
Sent: Monday, April 8, 2024 2:41 PM
To: Town Clerk
Subject: Online Form Submittal: Town of Lauderdale-By-The-Sea Application for Boards & Committees

[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.

Town of Lauderdale-By-The-Sea Application for Boards & Committees

Name of Board	Charter
First Name	Patrick
Last Name	Ucci
Address	2010 Waters Edge
City	Lauderdale By The Sea
State	FL
Zip Code	33062
Home Phone	5614453332
Cell Phone	Field not completed.
Email Address	patrick.ucci@gmail.com
Occupation	Sales Manager
Business Address	2010 Waters Edge
City	Lauderdale By The Sea
State	FL
Zip Code	33062
Work Phone	5614453332
Are you a town resident?	Yes

If yes, how long?	22 years
Are you registered to vote within the Town?	Yes
Are you presently serving or have you ever served on any other board/committee?	No
If yes, which board/committee?	<i>Field not completed.</i>
Please list your background experience, education, experiences, interests/hobbies which qualify you to serve on this board/committee.	
Experience	Bel Air board member in years past, economically trained and educated.
Education	BA Economics / English
Interests and Hobbies	Sports cars, Golf, Golden Retreiver Rescue

I acknowledge that making false statements herein may be cause for removal by the Town Commission.

Please type your signature.	Patrick Ucci
Today's Date	4/8/2024

Email not displaying correctly? [View it in your browser.](#)

Town Clerk

From: noreply@civicplus.com
Sent: Sunday, April 28, 2024 4:59 PM
To: Town Clerk
Subject: Online Form Submittal: Town of Lauderdale-By-The-Sea Application for Boards & Committees

[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.

Town of Lauderdale-By-The-Sea Application for Boards & Committees

Name of Board	Charter Review Board
First Name	Chris
Last Name	Vincent
Address	5000 N Ocean Blvd. #209
City	Lauderdale By The Sea
State	FL
Zip Code	33308
Home Phone	9546128606
Cell Phone	954-612-8606
Email Address	chrisvincent620@gmail.com
Occupation	State Certified Building Contractor
Business Address	5000 N Ocean Blvd. #209
City	Lauderdale By The Sea
State	FL
Zip Code	33308
Work Phone	9546128606
Are you a town resident?	Yes

If yes, how long?	22 Years
Are you registered to vote within the Town?	Yes
Are you presently serving or have you ever served on any other board/committee?	Yes
If yes, which board/committee?	LBTS Commission - Commissioner - Vice Mayor - Mayor
Please list your background experience, education, experiences, interests/hobbies which qualify you to serve on this board/committee.	
Experience	47 Years in the Building Industry - 35 Years in South Florida - Building Contractor - Certified Construction Estimator - Knowledge of Land Development Protocols Within the Construction Industry.
Education	Queensborough Community College
Interests and Hobbies	Sports - Reading - Camping

I acknowledge that making false statements herein may be cause for removal by the Town Commission.

Please type your signature.	Chris Vincent
Today's Date	4/28/2024

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
Sent: Tuesday, April 30, 2024 12:32 PM
To: Town Clerk
Subject: Online Form Submittal: Town of Lauderdale-By-The-Sea Application for Boards & Committees

[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.

Town of Lauderdale-By-The-Sea Application for Boards & Committees

Name of Board	Charter Review Committee
First Name	Carrie
Last Name	Wusylko
Address	2000 S Ocean Blvd 12E
City	Lauderdale-by-the- Sea
State	Fl
Zip Code	33062
Home Phone	7248222082
Cell Phone	724 822-2082
Email Address	carriewusylko@gmail.com
Occupation	Retired
Business Address	2000 S Ocean Blvd 12E
City	Lauderdale-by-the-Sea
State	Florida
Zip Code	33062
Work Phone	724 822-2082
Are you a town resident?	Yes

If yes, how long?	4 years 5 months
Are you registered to vote within the Town?	Yes
Are you presently serving or have you ever served on any other board/committee?	No
If yes, which board/committee?	Field not completed.
Please list your background experience, education, experiences, interests/hobbies which qualify you to serve on this board/committee.	
Experience	Retired as an office manager for a dental office.
Education	B.A. from the University of Pittsburgh Speech and Hearing Science
Interests and Hobbies	I am interested in the continued preservation of Lauderdale-by-the-Sea.
I acknowledge that making false statements herein may be cause for removal by the Town Commission.	
Please type your signature.	Carrie Wusylko
Today's Date	4/30/2024

Email not displaying correctly? [View it in your browser.](#)



Town Commission Agenda Item Report

Meeting Date: May 14, 2024

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

Submitting Department: Administration

Item Type: Resolution

Agenda Section: NEW BUSINESS

Subject Title: RESOLUTION 2024-18: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH ZAMBELLI FIREWORKS MANUFACTURING CO. FOR FIREWORKS DISPLAYS; FINDING THAT THE AGREEMENT IS IN THE BEST INTERESTS OF THE TOWN AND EXEMPT FROM COMPETITIVE SOLICITATION PURSUANT TO SECTION IV.L OF THE TOWN PURCHASING MANUAL; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

Explanation: Zambelli Fireworks Manufacturing Co. ("Zambelli") has been providing the Town's 4th of July fireworks displays for over 10 years. The Town's most recent agreement with Zambelli has expired, resulting in a need for a new agreement to be drafted.

Zambelli has provided excellent fireworks shows over the years and has worked seamlessly with Town staff to execute successful events. Zambelli has provided the Town with a proposal (**Exhibit A to the Agreement**) for similar fireworks displays for consideration for the upcoming July 4th celebration.

The proposed agreement (**Exhibit A to Exhibit 1**) will be for a two-year term, which is consistent with previous contracts. The finances are proposed at \$25,000 annually, a \$1,000 increase from the 2022 agreement. To help offset the costs of the event, Staff also pursues sponsorship efforts.

Each Zambelli production is a 20-minute fireworks display. The first 20 seconds is designed to attract the attention of the audience with a barrage of colors and sounds permeating throughout the sky. The main body of the display lasts for 18 minutes, mixing in some fireworks with high intensity, and some softer effects. The grand finale, lasting 60 seconds, will fire off hundreds of multi-colored shells, gold and silver sparkling lights, gold brocade crown shells, and other effects for a magical finale everyone will be sure to remember.

Recommendation: Staff recommends that the Town Commission:

1. Waive Town purchasing requirements as it is in the best interest of the Town; and

2. Approve Resolution 2024-18 authorizing the Town Manager to execute an agreement with Zambelli (**Exhibit 1**).

Exhibits:

1. Resolution2024-18 Zambelli

RESOLUTION NO. 2024-18

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH ZAMBELLI FIREWORKS MANUFACTURING CO. FOR THE TOWN'S FOURTH OF JULY FIREWORKS DISPLAY; FINDING THAT THE AGREEMENT IS IN THE BEST INTEREST OF THE TOWN AND EXEMPT FROM COMPETITIVE SOLICITATION PURSUANT TO SECTION IV.L OF THE TOWN'S PURCHASING MANUAL; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, Zambelli Fireworks Manufacturing Co. (“Zambelli”) has been providing the Town of Lauderdale-By-The-Sea’s (“Town’s”) 4th of July fireworks display for over 10 years; and

WHEREAS, the Town wishes to enter into a new agreement with Zambelli for the Town’s fireworks displays for a two-year term, in an amount not to exceed \$25,000 annually, in substantially the form attached hereto as Exhibit “A” (the “Agreement”); and

WHEREAS, pursuant to Section IV.L of the Town's Purchasing Manual, the Town Commission may waive the Town's purchasing requirements when they find that an alternative purchasing method is in the best interest of the Town; and

WHEREAS, the Town Commission deems it in the best interest of the Town and its residents to approve the Agreement with Zambelli for fireworks display.

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

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

30 **Section 2. Competitive Solicitation Exempt.** The Town Commission finds the
31 Agreement between the Town and Zambelli for the fireworks display is in the best interest of the
32 Town and exempt from competitive solicitation, pursuant to IV.L of the Town Purchasing Manual.

33 **Section 3. Approval.** The Town Commission hereby approves the Agreement with
34 Zambelli for fireworks displays, in substantially the form attached hereto as Exhibit “A.”

35 **Section 4. Authorization to Execute Agreement.** The Town Manager is hereby
36 authorized to execute the Agreement with Zambelli for fireworks display in an amount not to
37 exceed \$25,000 annually, in substantially the form attached hereto as Exhibit “A,” together with
38 such non-substantial changes as are deemed acceptable to the Town Manager and approved as to
39 form and legal sufficiency by the Town Attorney.

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

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

45 **PASSED AND ADOPTED** this _____ day of May, 2024.

46 _____
47 Mayor Edmund Malkoon
48

49 Attest:
50
51
52
53

54 _____
55 Katrina Adler, Town Clerk
(CORPORATE SEAL)

56

57

58 APPROVED AS TO FORM:

59

60

61

62

Susan L. Trevarthen, Town Attorney

Service Agreement

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

This Service Agreement is effective as of the last date of execution, between the **Town of Lauderdale-By-The-Sea**, a Florida municipal corporation (the "Town") and **Zambelli Fireworks Manufacturing Company**, (the "Contractor").

WHEREAS, the Town desires to contract with the Contractor for the provision of fireworks displays for the Town's events and the Contractor desires to contract with the Town to provide these services.

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

1. Services. Contractor, as an independent contractor, at its own cost and expense, shall perform the Services provided below:

- 1.1 The Contractor shall meet the requirements and perform the services described herein and as described in the Proposal, attached hereto and incorporated herein as **Exhibit A** (the "Services").

Contractor shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the Services. Contractor shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Contractor to provide the Services required herein.

2. Term. This Agreement shall commence on the Effective Date and shall continue for a two-year term, unless terminated earlier as provided in Section 14 of this Agreement.

3. Compensation. Compensation hereunder shall be paid to Contractor as provided in Contractor's Proposal, attached hereto as **Exhibit A**. Contractor shall invoice the Town once the services are rendered, including cleanup following the Event. The Town shall pay the Contractor within 45 days of receipt of an approved invoice.

4. Indemnification. Contractor shall indemnify, defend and hold harmless the Town, its officers, employees, sponsors and the Broward County Sheriff's Office ("Indemnified Parties") from and against any and all claims of liability, loss, damage, expenses, court costs and attorneys' fees in connection with, arising out of or directly or indirectly, related to (i) the use of Contractor's services; (ii) the acts or omissions of Contractor or its agents or employees, or (iii) Contractor's breach of this Agreement. Contractor's obligation to defend hereunder shall not extend to claims which have been determined by a court of competent jurisdiction by final and non-appealable judgment or written settlement between the parties, to have resulted from the sole negligence, willful misconduct, or violation of law of an Indemnified Party. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

5. 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 Contractor 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 Town Manager or designee.
6. Independent Contractor. Contractor and its employees, agents, or subcontractors shall be, and at all times are, acting and performing as independent contractors and not as employees of the Town. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the parties, nor to create an employer/employee and agency relationship between the parties. Neither party shall hold itself out a partner, joint investor or an agent of the other under this Agreement.
7. Force Majeure. Neither party shall be liable for any failure, inability, or delay to perform its obligations hereunder if such failure, inability or delay arises beyond control or without fault of the offending party (each such event, a "Force Majeure Event"). By way of example, and not limitation, such causes of a Force Majeure Event may include acts of war, riots, sabotage, explosion, fire, strike, hurricane, pandemic, accident, or casualty, rendering performance commercially impractical. In the event of such Force Majeure Event, the Town or Contractor, as the case may be, shall use its best efforts to cure such cause and to resume performance.
8. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Florida, without giving effect to the principles of comity or conflicts of laws thereof.
9. Scrutinized Companies List. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification: or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
10. Public Records. Contractor agrees to comply with Florida Statutes Chapter 119, to the extent applicable under the terms of this Agreement.

Section 119.0701(2)(a), Florida Statutes

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

11. Venue. The venue for any action in any way related to this Agreement or its enforcement shall be the state and federal courts in and for Broward County, Florida. All parties hereby knowingly and voluntarily waive any and all rights to a jury trial.

12. Reservation of Rights. The Town reserves all rights not expressly granted to Contractor in this Agreement.

13. Compliance with Laws, Rules, and Regulations. Licensee agrees to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.

14. Termination. This Agreement may be terminated by Town for convenience upon seven (7) Days' written notice to Contractor. In the event of emergency circumstances or in the event the Town finds that a threat to the public health or safety exists or Contractor violates the conditions of this Agreement, this Agreement may be terminated by the Town verbally, effective immediately, followed by prompt written confirmation.

15. Ethics.

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

16. E-Verify. Contractor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Contractor, Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

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

18. Entire Agreement. This Agreement contains the entire agreement between the parties relation to the subject matter herein. There are no promises, terms, conditions, rights or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, whether verbal or written, between the parties hereto. Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so.

19. Amendments. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

Signatures on following page

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

Town of Lauderdale-By-The-Sea

Contractor

By: _____
Linda Connors
Town Manager

By: _____
Danielle Fredrickson, CSM
Zambelli Fireworks Manufacturing Co.

Attest: _____
Town Clerk

Approved as to form and
legal sufficiency for the use
and reliance of the Town of Lauderdale-By-The-
Sea only

By: _____
Town Attorney

Address for Notice:

Town of Lauderdale-By-The-Sea
4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308
(954) 640-4204
townmanager@lauderdalebythesea-fl.gov

Address for Notice:

Danielle Fredrickson
Zambelli Fireworks Mfg. Co.
1060 Holland Drive, Suite J
Boca Raton, FL 33487

Zambelli

FIREWORKS

**EXHIBIT A TO
AGREEMENT**

***Fireworks Proposal
Lauderdale by the Sea
July 4, 2024***



***Zambelli Fireworks
Boca Raton, Florida
Tony Sawdey- Project Manager
218-820-2372***



Scope of work

Display Overview:

1) Show Date: July 4, 2024

All inclusive Budget and Duration: \$25,000, 20 Minute Display with Big Finale

Location: From the Beach at: 4546 El Mar Drive

Insurance Liability Coverage: \$10 Million dollars per incident clause to cover the Fireworks Display. Zambelli uses the highest insurance premium in the industry, only offered to "AAA" rated companies.

Transportation Liability Coverage: \$5 Million dollars as required by United States Department of Transportation. (DOT)

Workers Compensation: Pyro-technicians will meet all of the requirements of the Workers Compensation Laws of Florida.

License & Permits: Zambelli Fireworks will obtain all required local, county and state fireworks permits and approvals.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyro-technicians and Trained Assistants; no subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA 1123 and 1126 code will be strictly enforced.



Proposed Show Segments

OPENING: An opening barrage is designed to attract the attention of the audience and entice them to pay attention..."The show has just begun!" The opening barrage for the display will certainly impress as multiple shots of comet tails and aerial effects will fill the night's air. As the opening barrage grows, the intensity of colors and sound will permeate the skies. **20 seconds.**

FEATURE PRESENTATION: The main body of the fireworks display should not be just one shell fired one after another. It's about rhythm, timing, and spacing the perfect effects with one another and building themes throughout the show. Some fireworks are designed to have extreme intensity while others are designed to slow the pace down with slower, softer effects. The design team hand picks every product used to ensure there are nearly no duplicates of tableaux throughout the program. The audience will enjoy a fully designed display.

.... **18 Minutes.**

...**the GRAND FINALE:** and it will be GRAND!

Human nature is to remember things last experienced. The Grand Finale is what people will remember the most about a fireworks production. A poor finale will leave an audience disappointed. Zambelli Fireworks has a long tradition of supplying the biggest and best Finales in the industry. It will be loud, it will be full of vibrant colors, it will be long, and it will leave a lasting impression. Hundreds of shots and effects of multi-color shells, gold and silver sparking lights, gold brocade crown shells and other effects coupled with chest-pounding titanium-salutes will be the magical ending of the grand display. The finale will be fired with multiple products and effects to cover every inch of sky... **60 seconds.**

Zambelli

FIREWORKS

July 4 Product Size and Quantities - \$25,000 (20 minutes)

Opening Barrage:

60 - three inch color display shells

10 - three inch titanium salutes

2- 2" Multi shot Finale Cakes totaling 72 shots

Total Shells/shots 142 shells in 20 seconds

Main Body:

250 - three inch color display shells

180 - three inch color display shells (flights of 3)

Total Shells/ Effects 430 shells in 18 minutes

Mid-Finale:

2- 3" 25 shot Finale Cakes

50 shots in 20 seconds

Grand Finale:

420 - three inch color finale shells

50 - three inch titanium salutes

Total Shells 470 shells in 60 seconds

Multi Shot Devices:

12 - Multi-shot Devices totaling 1556 Shots

TOTAL SHELLS/ EFFECTS 2648



Statement of Approach

Zambelli Fireworks believes in creating a simple, turnkey event for our clients. Our approach is to take on the front-end and day-of-event work to provide a great service with little to no hassle for our clients. Our knowledge of the display site and familiarity of the logistics makes us the best candidate for the job. Lastly, our dedication to the ultimate in customer service and creativity is key to the success of our company.

History:

Zambelli Fireworks traces its US pyrotechnics roots back to 1893 when Antonio Zambelli founded a fireworks manufacturing company in New Castle, PA. The company quickly grew and also became a display fireworks company.

In 1960 the company incorporated in the state of Pennsylvania and grew exponentially over the past 50 years. In 2023 Zambelli Fireworks displayed over 2,000 displays in 38 states and internationally. Company Chairman George Zambelli Jr. and President Michael Hartman have been actively growing the organization.

Zambelli Fireworks has opened six more regional offices for a total of twelve offices around the US. A new Director of Design/Choreography was recently hired to oversee new products, inventory, show design, and choreography. More project managers have also been hired to work closely with clients to make sure all details are attended to every display.

Today Zambelli Fireworks employs nearly 50 full-time employees and thousands of licensed pyro-technicians. Longevity in the fireworks industry doesn't make good shows. Talented individuals make good shows. Zambelli Fireworks is dedicated to having the best individuals in the industry on-board in order to create the best fireworks displays in the industry.

**Equipment:**

Zambelli Fireworks works year-around to ensure all equipment is both up to Federal Codes and safe to use. A huge part of our core company belief is safety for technicians and the area surrounding the display sites. The use of state-of-the-art electrical firing units provides peace of mind that the display will fire safely and accurately.

Training:

All technicians that work for Zambelli Fireworks must pass both a written and hand's on test. No lead technicians are ever assigned to a display unless they have significant pyrotechnics experience. All State License requirements are enforced.

Products (Fireworks):

Product Guarantees. In our experience some fireworks companies tend to "over-promise" in a proposal and then under-deliver on show day. We encourage all of our clients to understand exactly what they are promised and exactly what they receive on show day. We offer openly an audit of both quantity and quality of our products and equipment.

The quality of Zambelli Fireworks products are the key element of our success. Each type of pyrotechnics is test-fired for results, inspected for problems, federally approved and used exclusively.

Many companies in the fireworks industry buy cheap lines of pyrotechnics in order to put more quantity in a display. Although this might impress on paper, the real test is the actual display. Zambelli aggressively prices displays to put the maximum amount of quantity in a show but never to sacrifice the quality of a shell. All shells will be special effects that will have colored tails, multi-color changing effects, designs or patterns, or other special effects.

Zambelli

FIREWORKS

Zambelli Fireworks Team

Kacey Woods

Client Services Coordinator
(800) 860-0955 Ext. 1200
1060 Holland Drive Suite J,
Boca Raton, FL 33487
www.zambellifireworks.com

Tony Sawdey

Vice President of Sales
Cell: 218-820-2372
Office: 561-395-0955
tsawdey@zambellifireworks.com

Proposed Launch Site



Zambelli

FIREWORKS

***Fireworks Proposal
Lauderdale by the Sea
July 4, 2024***



***Zambelli Fireworks
Boca Raton, Florida
Tony Sawdey- Project Manager
218-820-2372***



Scope of work

Display Overview:

1) Show Date: July 4, 2024

All inclusive Budget and Duration: \$25,000, 20 Minute Display with Big Finale

Location: From the Beach at: 4546 El Mar Drive

Insurance Liability Coverage: \$10 Million dollars per incident clause to cover the Fireworks Display. Zambelli uses the highest insurance premium in the industry, only offered to "AAA" rated companies.

Transportation Liability Coverage: \$5 Million dollars as required by United States Department of Transportation. (DOT)

Workers Compensation: Pyro-technicians will meet all of the requirements of the Workers Compensation Laws of Florida.

License & Permits: Zambelli Fireworks will obtain all required local, county and state fireworks permits and approvals.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyro-technicians and Trained Assistants; no subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA 1123 and 1126 code will be strictly enforced.



Proposed Show Segments

OPENING: An opening barrage is designed to attract the attention of the audience and entice them to pay attention..."The show has just begun!" The opening barrage for the display will certainly impress as multiple shots of comet tails and aerial effects will fill the night's air. As the opening barrage grows, the intensity of colors and sound will permeate the skies. **20 seconds.**

FEATURE PRESENTATION: The main body of the fireworks display should not be just one shell fired one after another. It's about rhythm, timing, and spacing the perfect effects with one another and building themes throughout the show. Some fireworks are designed to have extreme intensity while others are designed to slow the pace down with slower, softer effects. The design team hand picks every product used to ensure there are nearly no duplicates of tableaux throughout the program. The audience will enjoy a fully designed display.

.... **18 Minutes.**

...**the GRAND FINALE:** and it will be GRAND!

Human nature is to remember things last experienced. The Grand Finale is what people will remember the most about a fireworks production. A poor finale will leave an audience disappointed. Zambelli Fireworks has a long tradition of supplying the biggest and best Finales in the industry. It will be loud, it will be full of vibrant colors, it will be long, and it will leave a lasting impression. Hundreds of shots and effects of multi-color shells, gold and silver sparking lights, gold brocade crown shells and other effects coupled with chest-pounding titanium-salutes will be the magical ending of the grand display. The finale will be fired with multiple products and effects to cover every inch of sky... **60 seconds.**

Zambelli

FIREWORKS

July 4 Product Size and Quantities - \$25,000 (20 minutes)

Opening Barrage:

60 - three inch color display shells

10 - three inch titanium salutes

2- 2" Multi shot Finale Cakes totaling 72 shots

Total Shells/shots 142 shells in 20 seconds

Main Body:

250 - three inch color display shells

180 - three inch color display shells (flights of 3)

Total Shells/ Effects 430 shells in 18 minutes

Mid-Finale:

2- 3" 25 shot Finale Cakes

50 shots in 20 seconds

Grand Finale:

420 - three inch color finale shells

50 - three inch titanium salutes

Total Shells 470 shells in 60 seconds

Multi Shot Devices:

12 - Multi-shot Devices totaling 1556 Shots

TOTAL SHELLS/ EFFECTS 2648



Statement of Approach

Zambelli Fireworks believes in creating a simple, turnkey event for our clients. Our approach is to take on the front-end and day-of-event work to provide a great service with little to no hassle for our clients. Our knowledge of the display site and familiarity of the logistics makes us the best candidate for the job. Lastly, our dedication to the ultimate in customer service and creativity is key to the success of our company.

History:

Zambelli Fireworks traces its US pyrotechnics roots back to 1893 when Antonio Zambelli founded a fireworks manufacturing company in New Castle, PA. The company quickly grew and also became a display fireworks company.

In 1960 the company incorporated in the state of Pennsylvania and grew exponentially over the past 50 years. In 2023 Zambelli Fireworks displayed over 2,000 displays in 38 states and internationally. Company Chairman George Zambelli Jr. and President Michael Hartman have been actively growing the organization.

Zambelli Fireworks has opened six more regional offices for a total of twelve offices around the US. A new Director of Design/Choreography was recently hired to oversee new products, inventory, show design, and choreography. More project managers have also been hired to work closely with clients to make sure all details are attended to every display.

Today Zambelli Fireworks employs nearly 50 full-time employees and thousands of licensed pyro-technicians. Longevity in the fireworks industry doesn't make good shows. Talented individuals make good shows. Zambelli Fireworks is dedicated to having the best individuals in the industry on-board in order to create the best fireworks displays in the industry.

**Equipment:**

Zambelli Fireworks works year-around to ensure all equipment is both up to Federal Codes and safe to use. A huge part of our core company belief is safety for technicians and the area surrounding the display sites. The use of state-of-the-art electrical firing units provides peace of mind that the display will fire safely and accurately.

Training:

All technicians that work for Zambelli Fireworks must pass both a written and hand's on test. No lead technicians are ever assigned to a display unless they have significant pyrotechnics experience. All State License requirements are enforced.

Products (Fireworks):

Product Guarantees. In our experience some fireworks companies tend to "over-promise" in a proposal and then under-deliver on show day. We encourage all of our clients to understand exactly what they are promised and exactly what they receive on show day. We offer openly an audit of both quantity and quality of our products and equipment.

The quality of Zambelli Fireworks products are the key element of our success. Each type of pyrotechnics is test-fired for results, inspected for problems, federally approved and used exclusively.

Many companies in the fireworks industry buy cheap lines of pyrotechnics in order to put more quantity in a display. Although this might impress on paper, the real test is the actual display. Zambelli aggressively prices displays to put the maximum amount of quantity in a show but never to sacrifice the quality of a shell. All shells will be special effects that will have colored tails, multi-color changing effects, designs or patterns, or other special effects.

Zambelli FIREWORKS

Zambelli Fireworks Team

Kacey Woods

Client Services Coordinator
(800) 860-0955 Ext. 1200
1060 Holland Drive Suite J,
Boca Raton, FL 33487
www.zambellifireworks.com

Tony Sawdey

Vice President of Sales
Cell: 218-820-2372
Office: 561-395-0955
tsawdey@zambellifireworks.com

Proposed Launch Site





Agenda Item No: 13.g.

Town Commission Agenda Item Report

Meeting Date: May 14, 2024

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

Submitting Department: Administration

Item Type: Action Item

Agenda Section: NEW BUSINESS

Subject Title: Historic Pier Sign

Explanation:



When we originally redesigned the downtown in 2013, there was a sign for the fishing pier located in the median at A1A and Commercial Boulevard. When the median was removed, the sign, of course, had to be removed also. The Commission at the time agreed to create a new similar sign, and it was placed at the northeast corner of A1A and Commercial near what

is now TacoCraft. The new sign includes the same language as the old and acknowledges the fishing pier and the fact that it is open 24 hours. It was updated and includes the Town's colors and pelican logo.

During the 2024 Downtown construction, it was again necessary to remove the pier sign as its location was within the walking path of the new sidewalk. Town staff removed the sign and it is wrapped and stored in our offsite warehouse for safe keeping.

During the 2024 construction, the contractors installed a piece of conduit and electrical wiring to the east of the newly expanded landscaping buffer so that we would have the infrastructure in place if the Commission was interested in relocating the sign to this corner. If the Commission so desires to utilize this location, a structural engineer will be hired to design a base that would be installed below grade to ensure that all structural codes, including appropriate wind loading guidelines have been met. If any changes to the sign are requested, new panels would be approximately \$1,000.

Recommendation: Staff requests Commission direction on moving forward with relocation of the sign at the designated location and associated structural engineering plans for the sign base.

Exhibits: None



Agenda Item No: 15.a.

Town Commission Agenda Item Report

Meeting Date: May 14, 2024

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Ordinance

Agenda Section: ORDINANCES 1st Reading

Subject Title: Ordinance 2024-05 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF PROPOSED AMENDMENTS TO THE TOWN CHARTER, PURSUANT TO SECTION 166.031, FLORIDA STATUTES, TO CHANGE THE TOWN'S GENERAL ELECTION FROM MARCH TO NOVEMBER; CALLING A SPECIAL ELECTION ON THE PROPOSED CHARTER AMENDMENTS TO BE HELD ON TUESDAY, THE 5TH DAY OF NOVEMBER 2024, IN CONJUNCTION WITH THE GENERAL ELECTION BEING HELD ON SAID DATE; PROVIDING FOR VOTING AT THE POLLS; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR INCLUSION IN THE CHARTER, SEVERABILITY AND FOR AN EFFECTIVE DATE.

Explanation: At the April Commission meeting, the Town Attorney was asked to address the timelines applicable to the Town's Charter Review Board process, and explain when the Charter Amendments that might emerge from that process could be placed on the ballot. She noted that changes to Section 7.1 of the Town Charter are more restricted by the language of our Charter, and may only be considered at a March Town election or a November general election. Other sections of the Charter can also be placed on the ballot for amendment at a special election called for only this purpose, at a time coordinated with the Broward County Supervisor of Elections. At this time, the Supervisor advises that no general elections are scheduled for 2025, so only changes to the rest of the Charter could be scheduled for 2025, and no changes to Section 7.1 could be included in that election.

The Town Commission discussed the idea of submitting a ballot question to the voters at the November general election of 2024. Specifically, Commissioner DeNapoli proposed a charter amendment to change the date of the general municipal election from March to November, and asked whether it would be possible. He noted that the majority of cities in Broward County have already made this change, and that voter turnout is generally higher at the November general elections because they include races and questions related to other levels of government.

The Town Attorney advised that the deadline to submit such questions to the Supervisor is June 10, and therefore it is not possible to take this question through the Charter Review

Board process. The only way that the deadline could be met for this upcoming election would be to draft the Ordinance with the Charter Amendments and ballot question for first reading on May 14th. If the Commission approved the Ordinance on first reading, it would need to be scheduled for second reading at the second May meeting so that there will be enough time to submit the final Ordinance to the Supervisor for placement on the ballot.

The Commission discussed the idea, and developed a consensus to proceed with preparation of the Ordinance for first reading this evening, to preserve the possibility of placing the question on the November 2024 election. The Ordinance has been drafted, and the key change to the Charter is as follows:

Sec. 6.1. - Mayor-Commissioner and Commissioners; term of office; election; transition.

* * *

(4) All elections for the position of Town Commissioner or Mayor-Commissioner shall be held on the same date as the November general election date ~~the second Tuesday of March~~ of each even-numbered year, or as provided for by law. The terms of office of the Mayor and of the Seat 1 and Seat 2 Town Commissioners who were elected in the municipal general election of March 2022 shall expire when their successors are sworn in after the general election in November of 2026. The terms of office of the Seat 3 and Seat 4 Town Commissioners who were elected in the municipal general election of March 2024 shall expire when their successors are sworn in after the general election in November of 2028.

The other amendments implement this change, by removing the word "March" from the other references to the municipal general election in the Charter.

The form of the proposed ballot question is as follows:

CHANGE GENERAL MUNICIPAL ELECTION DATE FROM MARCH
TO NOVEMBER

The Charter currently provides that the election for Town Commissioner or Mayor-Commissioner shall be held on the second Tuesday of March of each even-numbered year, and refers to March as the time of the general municipal election.

Shall the Charter be amended to revise references and move the Town's general municipal election from March to November, beginning in 2026?

YES []

NO []

Recommendation: The Administration recommends that the Commission consider the proposed Ordinance 2024-05 and determine whether to approve it on first reading. If so,

second reading must be scheduled for the May 28 Commission meeting to meet the Supervisor's timeframe.

Exhibits:

1. Ordinance 2024-05 Submitting Charter Ballot Question To The Elector for Election Date Change

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9

3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9

20
21
22
23
24

25
26

27

28

Section 2. Charter Amendments. Pursuant to Section 166.031, Florida Statutes, and subject to the approval of the electors as described in Section 8 below, the Town Charter is hereby amended as follows:¹

* * *

ARTICLE VI. – ELECTIONS

* * *

Sec. 6.1. - Mayor-Commissioner and Commissioners; term of office; election; transition.

* * *

(4) All elections for the position of Town Commissioner or Mayor-Commissioner shall be held on the same date as the November general election date the second Tuesday of March of each even-numbered year, or as provided for by law. The terms of office of the Mayor and of the Seat 1 and Seat 2 Town Commissioners who were elected in the municipal general election of March 2022 shall expire when their successors are sworn in after the general election in November of 2026. The terms of office of the Seat 3 and Seat 4 Town Commissioners who were elected in the municipal general election of March 2024 shall expire when their successors are sworn in after the general election in November of 2028.

* * *

Sec. 7.1. - Maximum height for buildings established; referendum vote required for increases in zoned residential-district height limits.

* * *

(10) The maximum building height limits established in paragraphs (1) and (5), above, of this section of the Charter, may be increased only by an amendment to or by repeal of this section of the Charter. The restrictions on use established in paragraph (2), above, and the provisions governing parking availability established in paragraphs (2), (3) and (5), above, of this section of the Charter, may be modified, amended or repealed only by an amendment to or by repeal of this section of the Charter. The maximum allowable square footage established in paragraph (5), above, of this provision of the Charter, may be increased only by an amendment to, or by repeal of this section of the Charter. Except as expressly provided below, this section of the Charter may be amended or repealed only by means of a majority vote of the registered voters of the Town at a

¹ Proposed additions to existing Town Charter text are indicated by underline; proposed deletions from existing Town Charter text are indicated by ~~striketrough~~. Changes from first reading are indicated by double underline and ~~double striketrough~~, and highlighted in yellow.

referendum election held either on the same day as a regularly scheduled November general election or on the same day as a regularly scheduled ~~March~~ municipal general election. The amendment or repeal of this section of the Charter at a special election held on a day other than a regularly scheduled November general election or on a day other than a regularly scheduled ~~March~~ municipal general election is expressly prohibited, except that a special election or special election by mail may be held to correct, to the minimum practicable extent, a provision adjudged by a court of competent jurisdiction to violate the State or Federal Constitution or any valid state or federal law, but only after such adjudication is affirmed on appeal. Amendments approved at a special election may include no elements not directly related to such court adjudication.

* * *

Sec. 7.2. - Restrictions on the vacating, abandonment, lease, sale, transfer of possession or transfer of ownership of the El Prado Property.

* * *

(3) Any referendum election called for the purpose of authorizing the vacating, abandonment, lease, sale, transfer of possession or transfer of ownership of the El Prado Property shall be held either on the same day as a regularly scheduled November general election or on the same day as a regularly scheduled ~~March~~ municipal election. The holding of a referendum election called for the purpose of authorizing said vacating, abandonment, lease, sale, transfer of possession or transfer of ownership of the El Prado Property on a day other than a regularly scheduled November general election or on a day other than a regularly scheduled ~~March~~ municipal election is expressly prohibited.

* * *

Section 3. Election Called. A special election is hereby called for Tuesday, November 5, 2024, in conjunction with the general election being held on said date, to present to the qualified electors of the Town the ballot question provided in Section 4 of this Ordinance.

Section 4. Form of Ballot. The form of ballot for the Charter Amendments provided for in Section 2 of this Ordinance shall be substantially as follows:

CHANGE GENERAL MUNICIPAL ELECTION DATE FROM
MARCH TO NOVEMBER

The Charter currently provides that the election for Town
Commissioner or Mayor-Commissioner shall be held on the second

Tuesday of March of each even-numbered year, and refers to March as the time of the general municipal election.

Shall the Charter be amended to revise references and move the Town's general municipal election from March to November, beginning in 2026?

YES []

NO []

Section 5. Vote at Polls. Balloting shall be conducted between the hours of 7 A.M. and

7 P.M. on the date of the election, and early and absentee balloting shall also be permitted as provided in conjunction with the general election. Polling places shall be those polling places provided for the general election for the electors of the Town, pursuant to applicable laws. All qualified Town electors who are timely registered in accordance with law shall be entitled to vote. The Town Clerk is authorized to obtain any necessary election administration services from the Broward County Supervisor of Elections. The County registration books shall remain open at the Office of the Broward County Supervisor of Elections office until October, 2024, as provided by law, at which date the registration books shall close in accordance with the provisions of the general election laws. The Town Clerk and the Broward County Supervisor of Elections are hereby each authorized to take all appropriate action necessary to carry into effect and accomplish the electoral provisions of this Ordinance. This Charter Amendment election shall be canvassed by the County Canvassing Board unless otherwise provided by law.

Section 6. Notice of Special Election. Notice of said special election shall be published

in accordance with Section 100.342, Fla. Stat., in a newspaper of general circulation within the Town at least 30 days prior to said election, the first publication to be in the fifth week prior to the

election (to-wit: during the week commencing Sunday, September 29, 2024), and the second publication to be in the third week prior to the election (to-wit: during the week commencing Sunday, October 13, 2024), and shall be in substantially the following form:

"NOTICE OF SPECIAL ELECTION

PUBLIC NOTICE IS HEREBY GIVEN THAT, PURSUANT TO ORDINANCE NO. 2024- ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA (THE "TOWN"), A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE TOWN, IN CONJUNCTION WITH THE GENERAL ELECTION, ON TUESDAY, THE 5TH DAY OF NOVEMBER 2024, BETWEEN THE HOURS OF 7 A.M. AND 7 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN:

CHANGE GENERAL MUNICIPAL ELECTION DATE FROM MARCH TO NOVEMBER

The Charter currently provides that the election for Town Commissioner or Mayor-Commissioner shall be held on the second Tuesday of March of each even-numbered year, and refers to March as the time of the general municipal election.

Shall the Charter be amended to revise references and move the Town's general municipal election from March to November, beginning in 2026?

YES []

NO []

Polling place information, the enabling Ordinance including the full text of the proposed Town Charter Amendments and the ballot question, are available at the office of the Town Clerk, located at 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308.

Town Clerk

Section 7. Copies. Copies of this Ordinance proposing the Charter Amendments are on file at the offices of the Town Clerk located at 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308, and are available for public inspection during regular business hours.

Section 8. Effectiveness. The Charter Amendments provided for in Section 2 of this Ordinance shall become effective if the majority of the qualified electors voting on the Charter Amendments described in the ballot summary of Section 4 of this Ordinance, vote for their adoption. The Charter Amendments shall be considered adopted and effective upon certification of the election results. Following adoption of the Charter Amendments, the Town Clerk shall incorporate the adopted Charter Amendments into the Town Charter and shall file the revised Town Charter with the Office of the Secretary of State as required by Section 166.031, Florida Statutes.

Section 9. Inclusion in the Town Charter. Subject to the requirements of Section 8 above, it is the intention of the Town Commission and it is hereby provided that the Charter Amendments shall become and be made a part of the Charter of the Town of Lauderdale-By-The-Sea, Florida, and that the Sections of this Ordinance may be renumbered or relettered to accomplish such intention.

Section 10. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not effect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 11. Effective Date of Ordinance. This Ordinance shall become effective immediately upon adoption hereof on second reading.

PASSED AND ADOPTED on First Reading this _____ day of _____, 2024.

PASSED AND FINALLY ADOPTED on Second Reading this _____ day of _____, 2024.

Mayor Edmund Malkoon

	First Reading	Second Reading
Mayor Malkoon	_____	_____
Vice-Mayor Strauss	_____	_____
Commissioner DeNapoli	_____	_____
Commissioner Graziano	_____	_____
Commissioner Pouloupoulos	_____	_____

ATTEST:

Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: May 14, 2024

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Ordinance

Agenda Section: ORDINANCES 2nd Reading

Subject Title: Second Reading of Ordinance 2024-03: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 2, ARTICLE V, DIVISION 3, VOLUNTEER FIREFIGHTERS' PENSION PLAN TO TERMINATE THE TOWN OF LAUDERDALE-BY-THE-SEA VOLUNTEER FIREFIGHTERS' PENSION PLAN; AMENDING SECTION 2-136 "PENSION PLAN CONTINUED, DEFINITION," 2-137, "BOARD OF TRUSTEES," 2-149 "DISTRIBUTION OF BENEFITS," AND 2-143.1, "DEFINED CONTRIBUTION COMPONENT" TO ADOPT PROCEDURES AND CRITERIA FOR TERMINATING THE PLAN; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: The Town maintains a defined benefit pension plan for its volunteer firefighters, which is known as the Town of Lauderdale-By-The-Sea Volunteer Firefighters' Pension Plan (the "Pension Plan"). Due to the Town's transfer of fire rescue, suppression and prevention services to Pompano Beach, the Town provided notice to the Board of Trustees of the Pension Plan that it is initiating the process of terminating the Pension Plan. The Board of Trustees subsequently approved the termination of the Pension Plan and, therefore, in accordance with Section 2-152 of the Town's Code and Section 175.361, Florida Statutes, the distribution of nonforfeitable accrued benefits, the payment of liabilities and the liquidation of residual assets shall occur. June 1, 2024 has been identified as the anticipated benefits' distribution date but all wind-up activities shall conclude no later than September 1, 2025. Ordinance 2024-03 (Exhibit 1) is required to repeal the current plan and adopt the procedures for terminating and closing it.

Recognizing that the Board of Trustees decided to distribute the Plan's asset value by lump sum payment instead of maintaining another or substituted plan, the Town Manager recommends that excess premium tax revenues received from the state in the amount of \$167,928 be paid into the firefighters' defined contribution accounts (i.e., Share Accounts), and that any amounts received thereafter in excess of \$95,764 also be distributed to the firefighters. The Town will use \$95,764, also known as the base amount, to reduce its actuarial liability. The use of excess premium tax revenues to fund the Share Accounts will not result in an additional expense to the Town, as the Plan has sufficient funds to windup so the excess

premium tax revenues constitute left over monies and will have no actuarial impact on the Plan. An actuarial impact statement will be provided by the Plan's actuary before final reading.

The Commission approved Ordinance 2024-03 with a unanimous vote (5-0) on first reading at their meeting on April 30, 2024.

Recommendation: Approve Ordinance 2024-03 on second reading.

Exhibits:

1. Ord 2024-03 VFD Pension Plan Termination

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 2, ARTICLE V, DIVISION 3, VOLUNTEER FIREFIGHTERS' PENSION PLAN TO TERMINATE THE TOWN OF LAUDERDALE-BY-THE-SEA VOLUNTEER FIREFIGHTERS' PENSION PLAN; AMENDING SECTION 2-136 "PENSION PLAN CONTINUED, DEFINITION," 2-137, "BOARD OF TRUSTEES," 2-149 "DISTRIBUTION OF BENEFITS," AND 2-143.1, "DEFINED CONTRIBUTION COMPONENT" TO ADOPT PROCEDURES AND CRITERIA FOR TERMINATING THE PLAN; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) maintains a defined benefit pension plan for its volunteer firefighters, which is known as the Town of Lauderdale-By-The-Sea Volunteer Firefighters' Pension Plan (the “Plan”); and

WHEREAS, due to the transition of fire rescue, emergency medical, suppression and prevention services from its volunteer firefighters to a neighboring municipality, the Town provided notice to the Board of Trustees of the Plan that it is initiating the process of terminating the Pension Plan in accordance with Section 2-152 of the Town’s Code of Ordinances (the “Code”) and Section 175.361, Florida Statutes, and

WHEREAS, the Plan's Board of Trustees has approved the termination of the Plan; and

WHEREAS, Section 2-152 of the Code and Section 175.361, Florida Statutes, both provide that the accrued benefits of the Plan Members are nonforfeitable in the event the Plan is terminated; and

WHEREAS, the Town Commission desires to amend and clarify the provisions of the

Plan related to its termination as provided for in this Ordinance, but only if such amendments will take effect in a way that includes the distribution of nonforfeitable accrued benefits to the Members and any eligible Beneficiaries.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AS FOLLOWS:¹

Section 1. Recitals. The foregoing “Whereas” clauses are ratified and confirmed as being true, correct and reflective of the legislative intent underlying this Ordinance and are hereby made a specific part of this Ordinance

Section 2. Amending Chapter 2. Chapter 2, “Administration,” Article V, Employee Benefits, Division 3, Volunteer Firefighters’ Pension Plan, is hereby amended to read as follows:

DIVISION 3. - VOLUNTEER FIREFIGHTERS' PENSION PLAN

Sec. 2-136. Pension plan ~~continued~~ terminated; definitions.

- (a) ~~Pension plan created and continued~~ termination. The Town of Lauderdale-By-The-Sea Volunteer Firefighters' Pension Plan established September 10, 1985, as amended, ~~is was~~ created ~~and continued~~ for the purpose of providing retirement income to volunteer firefighter members of the plan, certain former volunteer firefighters and survivor income to joint annuitants and beneficiaries where applicable. The plan is intended to be a tax qualified plan under Code Section 401(a) and meet the requirements of a governmental plan as defined by Code Section 414(d). Effective September 1, 2023, the Pension Plan is terminated in accordance with F.S. §175.361 and section 2-152. The Town contracted with another provider to provide fire rescue, emergency medical, suppression and prevention services within its municipal boundaries and effective September 1, 2023, no longer maintained a contractual relationship with the Town’s Volunteer Fire Department. In accordance with the provisions of F.S. §175.361 and section 2-152, the Board of Trustees has determined to distribute the members’ nonforfeitable benefits in the form of a lump sum payment as soon as administratively practicable following June 1, 2024, but no later than September 1, 2025. Additionally, at the time of termination excess Chapter

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

175 premium tax revenues existed, which the Town agreed would be allocated to the members and retirees in a Share Plan as provided for in section 2-143.1.

(1) As of September 1, 2023, no further Credited Service or pension benefits will accrue.

(2) Members who were active Volunteer Firefighters on August 31, 2023 are vested in a benefit from the Plan regardless of their number of years of Credited Service.

(3) Lump sum payment amounts will be actuarially calculated based on the following:

a. For terminated vested participants, the lump sum amounts represent the actuarial present value of each participant's accrued benefit, payable under the 10-Year-Certain & Life normal form of payment, commencing on their respective normal retirement dates (but in no event less than each participant's employee contribution balance); and

b. For retirees and beneficiaries, the lump sum amounts represent the actuarial present value (as of June 1, 2024) of the remaining annuity payments under the selected benefit options.

c. Actuarial equivalence assumptions to be used when converting monthly retirement benefits to a lump sum:

1. the select and ultimate interest rates used by the Pension Benefit Guarantee Corporation for determining the present value of annuities in involuntary and distress terminations of single-employer pension plans (per 29 CFR 4044) as of August 31, 2023, which are: 5.24% per year in each of the first 20 years following the valuation date and 4.58% per year thereafter; and

2. The mortality tables used by the Pension Benefit Guarantee Corporation for determining the present value of annuities in involuntary and distress terminations of single-employer pension plans (per 29 CFR 4044) for valuation dates in 2023, with a blend of 50% healthy male mortality rates and 50% healthy female mortality rates.

(4) All distributions made pursuant to this termination shall be full settlement for the accrued benefits due under this Plan.

(5) In accordance with F.S. §175.361(4) and section 2-152(4), if there is asset value remaining after the full distribution specified in this section, and after the payment of any expenses incurred with such distribution, such excess shall be returned to the Town, less return to the State of the State's contributions, provided that, if the excess is less than the total contributions made by the Town and the State to date of termination of the plan, such excess shall be divided proportionately to the total contributions made by the Town and the State.

(6) Once all liabilities of the Plan have been paid, the Board of Trustees shall proceed with the liquidation of any residual assets of the Plan in accordance with federal and state law. Following the distribution of residual assets, the Board shall, as its final act,

prepare a summary of the actions taken to terminate the Plan and liquidate its residual assets.

(7) If, after 24 months after the date the Plan terminated, the Town or the Board of Trustees has not complied with all the provisions in this section, the Department of Management Services shall effect the termination of the Plan in accordance with F.S. §175.361.

(8) The remainder of the Plan provisions contained in the Plan are for historical documentation of the benefits in the Plan. Nothing in this Plan creates any rights to benefits which were not earned before September 1, 2023.

Sec. 2-137. Board of Trustees.

(a) The Plan is terminated effective September 1, 2023 with an anticipated distribution date of June 1, 2024, and no later than September 1, 2025. The Board of Trustees shall continue to exist and to administer the Plan for the sole purpose of liquidating the assets of the Plan for the sole benefit of the then members, any beneficiaries then receiving retirement allowances, and any future persons entitled to receive benefits until all nonforfeitable benefits have been distributed. Therefore, this section will remain in full force and effect until the distribution of the last of the assets. The Board and the Town reserve the right to change the composition of the Board if required based on the Board's fiduciary responsibility.

(b) Composition. The general administration and responsibility for the proper operation of the Volunteer Firefighters' Pension Plan and for making effective the provisions of this division are hereby vested in a Board of Trustees consisting of five persons as follows:

(1) Two legal residents of the Town to be appointed by the Town Commission;

(2) Two firefighters/retirees who are elected by a majority of the firefighters and retirees who ~~are were~~ members of the plan; and

(3) A fifth person chosen by a majority of the other four members of the Board of Trustees. The name of the fifth person shall be submitted to the Town Commission which shall, as a ministerial duty, appoint him to the Board.

~~(b)~~ (c) Election of Firefighter-Trustee. The elective Firefighter-Trustee shall be elected by vote of all actively employed members and retirees at meetings to be held at places designated by the Board. All qualified members entitled to vote shall be notified of such meetings in person or by written notice ten days in advance of the meetings. The two candidates receiving the highest number of votes shall be declared elected and shall take office immediately upon the commencement of the term of office for which elected or as soon thereafter as they shall qualify therefor. An election shall be held not more than 30 and not less than ten days prior to the commencement of the terms for which Trustees are to be elected. The Board shall establish and administer the election procedure for each election.

- (~~e~~) (d) Oath. Each Trustee shall, within ten days after his appointment or election, take an oath of office before the Town Clerk that, so far as it develops upon him, he will diligently and honestly administer the affairs of the Board, and that he will not knowingly violate or willingly permit to be violated any of the provisions of the law applicable to the plan. Such oath shall be subscribed to by the members making it and certified by the Town Clerk and filed in the Office of the Clerk.
- (~~d~~) (e) Election of Chairman and Secretary; duties of Secretary; meetings. The Board shall by majority vote elect from its members a Chairman and a Secretary. The Secretary shall keep a complete minute book of the actions, proceedings or hearings of the Board. The Board shall meet at least once during each calendar quarter of each year.
- (~~e~~) (f) Compensation. The Trustees shall serve without compensation, but they may be reimbursed from the fund for all necessary expenses which they may actually expend through service on the Board.
- (~~f~~) (g) Term of office. Each resident member shall serve for a period of two years, unless sooner replaced by the Town Commission. The resident member shall serve at the pleasure of the Town Commission and may succeed himself in office. Each member elected by other members of the plan shall serve for a period of two years unless he sooner leaves the employment of the Town as a firefighter, whereupon the Town Commission shall choose his successor in the same manner as an original appointment. Each firefighter member may succeed himself in office. The fifth member of the Board shall have the same rights as each of the other four members and may succeed himself in office.
- (~~g~~) (h) Filling vacancies. If a vacancy occurs in the office of Trustee, the vacancy shall be filled for the unexpired term in the same manner as the office was previously filled.
- (~~h~~) (i) Employees. The Board of Trustees shall engage such persons, agents or entities as shall be required to transact the business of the plan. The compensation of all persons engaged by the Board and all other expenses of the Board necessary for the operation of the plan shall be paid at such rates and in such amounts as the Board shall agree.
- (~~i~~) (j) Rules of procedure. Subject to the limitations of this division, the Board of Trustees shall from time to time establish uniform rules and regulations for the administration of funds created by this division and for transactions of its business, including provisions for expulsion due to nonattendance of its members which could result in a vacancy.
- (~~j~~) (k) Voting. Each Trustee shall be entitled to one vote on the Board. Three affirmative votes shall be necessary for a decision by the Trustees at any meeting of the Board. The Chairman shall have the right to one vote only. No Trustee shall take part in any action in connection with the Trustee's own participation in the fund, and no unfair discrimination shall be shown to any individual firefighter participating in the fund.
- (~~k~~) (l) Duties and responsibilities. The sole and exclusive administration of, and the responsibilities for, the proper operation of the fund and for making effective the provisions of this division are vested in the Board; however, nothing herein shall empower a Board to

amend the provisions of a retirement plan without the approval of the Town. The Board shall keep in convenient form such data as shall be necessary for an actuarial valuation of the fund and for checking the actual experience of the fund. The duties and responsibilities of the Board shall include, but not necessarily be limited by, the following:

Sec. 2-143.1. Defined contribution component Share Plan.

- (a) Purpose. Pursuant to the requirements of F.S. § 175.351(6), a defined contribution plan component is established in addition to the defined benefit component of this local law plan. Effective August 31, 2023, the defined contribution component (“Share Plan”) will be funded exclusively from excess Chapter 175 premium tax revenues received from the state, and not from any additional employer contributions by the Town. The Share Plan shall be administered by the Board of Trustees. ~~This defined contribution component is not currently funded. Once the plan is funded, the Board of Trustees has the authority to adopt rules regarding the operation of the defined contribution component of the local law plan.~~
- (b) Allocation. Effective August 31, 2023, the excess 175 funds of \$167,928 shall be paid into the Share Plan for allocations to active members, vested terminated former members, and retirees. Allocations of the payment will be determined as set forth below in subsection (d). No share account allocations will be made to non-vested former members who terminated service prior to August 31, 2023. Should the Plan be eligible for additional premium tax allocations after the allocation received in the fall of 2023, then 100% of the premium tax revenue in excess of \$95,764 will also be available for distribution to the active members, vested terminated former members, and retirees as provided for in subsection (d) as soon as practicable after receipt.
- (c) Vesting. All active members as of August 31, 2023, vested terminated former members and retirees are 100% vested in their share account balance.
- (d) Equal Allocation. Share Plan benefits shall be equally allocated to active members, vested terminated former members, and retirees (including any joint annuitant or beneficiary receiving monthly benefits because of the death of a member or retiree) who are receiving a monthly benefit from the Plan by dividing the total number of active members and retirees into the allocation amount.
- (e) Timing. Distributions will be made as soon as practicable after the allocations are determined.
- (f) Death. Any active members vested terminated former members, and retirees (including any joint annuitant or beneficiary receiving monthly benefits because of the death of a member or retiree) who dies after August 31, 2023 and before the distribution date will have the benefits paid to their designated beneficiary or their estate.
- (g) Rule-Making Authority. The Board of Trustees of the Plan shall be authorized to adopt any rules necessary for the administration of the Share Plan.

Sec. 2-149. Distribution of benefits.

(a) Notwithstanding any other provision of this plan to the contrary, a form of retirement income payable from this plan after the effective date of this division, shall be made in accordance with the requirements of Code Section 401(a)(9), including the minimum distribution incidental benefit requirements of Section 1.401(a)(9)-2 Code Section 401(a)(9)(G) to satisfy the following conditions:

(1) If the retirement income is payable before the member's death, the distribution shall commence to them not later than April 1 of the calendar year following the calendar year of the member's retirement date or April 1 of the calendar year following the calendar year in which the member attains age 73, provided they were not age 72 by December 31, 2022. The Plan will make all future required minimum distributions in compliance with the prevailing age restrictions and additional parameters set out in the Internal Revenue Code as amended from time to time. ~~the calendar year defined above;~~ and

- a. Shall be paid over the life of the member or over the lifetimes of the member and spouse or dependent, or,
- b. Shall be paid over the period extending not beyond the life expectancy of the member and spouse or dependent.

Where a form of retirement income payment has commenced in accordance with the preceding paragraphs and the member dies before his/her entire interest in the plan has been distributed, the remaining portion of such interest in the plan shall be distributed no less rapidly than under the form of distribution in effect at the time of the member's death.

(2) If the member's death occurs before the distribution of his/her interest in the plan has commenced, the member's entire interest in the plan shall be distributed within five years of the member's death, unless it is to be distributed in accordance with the following rules:

- a. The member's remaining interest in the plan is payable to his/her spouse or dependent;
- b. The remaining interest is to be distributed over the life of the spouse, issue or dependent or over a period not extending beyond the life expectancy of the spouse, or dependent; and
- c. Such distribution begins within one year of the member's death unless the member's spouse, issue or dependent shall receive the remaining interest in which case the distribution need not begin before the date on which the member would have attained age ~~70½~~ 73, provided the member had not already attained age 72 by December 31, 2022 and if the spouse, issue or dependent dies before

the distribution to the spouse, issue or dependent begins, this section shall be applied as if the spouse, issue or dependent were the plan member. Effective January 1, 2024, a surviving spouse may elect to be treated as the deceased employee for purposes of the required minimum distributions rules.

- (b) Should the participant be subject to an involuntary mandatory distribution of a nonforfeitable account balance that is under ~~\$5,001.00~~ \$7,001.00 but is more than \$1,000.00, then the assets shall be rolled over to an individual retirement plan of a designated trustee or issuer. If the present value of a vested benefit exceeds \$5,000.00, then the benefit may only be paid out with the participant's consent.

Section 3. **Codification.** This Ordinance shall be codified in accordance with the foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. **Severability.** If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. **Conflicts.** All prior ordinances or resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. **Direction to Staff.** The Town Manager and the Town Attorney are directed to work with the Board of Trustees to wind up its affairs.

Section 7. **Effective Date.** This Ordinance shall be in full force and effect immediately upon its passage on second reading, except that the calculations of the Fund’s asset value shall be based on a retroactive date.

273 Passed on the first reading, this 30th day of April, 2024.

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

275

276

277

MAYOR EDMUND MALKOON

278

279

First Reading

Second Reading

280 Mayor Malkoon

YES

281 Vice-Mayor Strauss

YES

282 Commissioner Pouloupoulos

YES

283 Commissioner DeNapoli

YES

284 Commissioner Graziano

YES

285

286

287 ATTEST:

288

289

290

291 Katrina Adler, Town Clerk

292

293

294

295

296 APPROVED AS TO FORM:

297

298

299

300 Susan L. Trevarthen, Town Attorney

301

302



Agenda Item No: 17.a.

Town Commission Agenda Item Report

Meeting Date: May 14, 2024

Submitted By: Randy Strauss, Commissioner

Submitting Department: Town Commission

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: Resolution 2024-19: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SUPPORTING THE HILLSBORO INLET DISTRICT'S EFFORTS TO OPPOSE A PERMIT APPLICATION FOR THE HILLSBORO POINT DOCK CURRENTLY UNDER REVIEW BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE UNITED STATES DEPARTMENT OF THE ARMY CORPS OF ENGINEERS; PROVIDING THAT A COPY OF THIS RESOLUTION BE PROVIDED TO THE HILLSBORO INLET DISTRICT, ALL LOCAL GOVERNMENTS WITH REPRESENTATION ON THE HILLSBORO INLET DISTRICT BOARD OF COMMISSIONERS, AND THE STATE AND FEDERAL REVIEWING AGENCIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Explanation: Vice Mayor Strauss, the Town's representative on the Board of Commissioners for the Hillsboro Inlet District, has asked to consider a resolution opposing pending applications with state and federal agencies for the construction of a private dock near the south jetty of the Hillsboro Inlet, known as the Hillsboro Point Dock.

The Hillsboro Inlet District Board is opposing the application due to concerns about the legal rights of the applicant to use the property on which the dock is proposed to be constructed, including ownership of the area, as well as how the dock would adversely affect the operations of the Hillsboro Inlet District for dredging the inlet and nearby beach restoration (Exhibit 1). The dock would also adversely affect navigation in the inlet, as well as stormwater systems for communities that use the inlet as part of its outflow.

The proposed resolution expresses the support of the Town Commission for the opposition of the Hillsboro Inlet District to the pending applications. It urges the state and federal reviewing agencies to confirm with certainty any property rights the applicant may or may not have to the area on which it is proposing to construct the dock, and to consider the significant adverse impacts such a dock would have on the operations of the Hillsboro Inlet District, as well as the residents of the Town of Lauderdale-By-The-Sea, particularly as to navigation, beach restoration, and stormwater systems in the region.

The proposed resolution directs that copies be sent to the Chair of the Hillsboro Inlet District

Board of Commissioners, the Mayors of each of the local government entities that appoint members of the District Board of Commissioners, to the Florida Department of Environmental Protection, and the United States Department of the Army, Corps of Engineers.

Recommendation: Recommend the Town Commission approve Resolution 2024-19 supporting the Hillsboro Inlet District's efforts to oppose a permit application for the Hillsboro Point Dock.

Exhibits:

1. Hillsboro Letter to Army Corp of Engineering
2. Resolution 2024-19 Support of HID opposition to Hillsboro Point Dock



DAVID N. TOLCES, ESQ
dtolces@wsh-law.com

February 7, 2024

VIA E-MAIL ONLY ([PAULA W. BRATSCHI@USACE.ARMY.MIL](mailto:PAULA.W.BRATSCHI@USACE.ARMY.MIL))

Paula Bratschi
Department of the Army
Corp of Engineers, Jacksonville District
Project Manager
Palm Beach Gardens Regulatory Division
PGA Boulevard, Suite 500
Palm Beach Gardens, FL 33410

RE: Hillsboro Point, LLC
Permit Application No.: SAJ-2022-02049 (LP-PWB)
Project: Hillsboro Point Dock

Dear Mrs. Bratschi:

We serve as General Counsel to the Hillsboro Inlet District ("District"). We are writing to provide our comments and strong objection to Permit Application No. SAJ-2022-02049 ("Application"), also known as the "Hillsboro Point Dock" project ("Project").

For more than sixty years, the District has been responsible for maintaining navigation and drainage through the Hillsboro Inlet ("Inlet").¹ The Inlet serves as a principal point of navigation for all vessels in northeastern Broward County. It also serves as the primary point of stormwater drainage from the uplands in northern Broward County. To maintain navigation and drainage through the Inlet, the District's activities include dredging the Inlet and bypassing the dredged sand to the shoreline south of the Inlet in Pompano Beach. The bypassed dredged sand

¹ The District was originally created in 1957, *see* Chapter 57-1183, Laws of Florida. The District was re-codified and re-authorized in 1999, *see* Chapter 99-433, Laws of Florida (the "Charter"). Subsequent amendments to the District's Charter were enacted in 2007 and 2008. *See* Chapter 2007-291, Laws of Florida; Chapter 2008-283, Laws of Florida ("Amendments"). Copies of the Charter and Amendments are included as Exhibit "A" to this response.

nourishes and supports the beaches south of the Inlet. The District's legislatively mandated activities are consistent with and in compliance with the Hillsboro Inlet Management Study and Implementation Plan, approved by the Florida Department of Environmental Protection ("FDEP"), dated September 5, 1997.²

The Project, if approved, would have a severe adverse impact on the District's dredging and sand-bypassing activities, would undermine the District's ability to insure that the Inlet remains fit for navigation and drainage purposes, and would thwart the District's role in beach renourishment, which in turn will negatively impact a federally authorized shore protection project in the area. Additionally, as explained further below the Project creates undue interference with, access to, or use of, navigable waters, by both the public and the neighboring proprietors, although the Applicant cannot show that it possesses the requisite property interest to even construct the Project. Issuance of a letter of permission would be contrary to the public interest, and the permit should be denied. 33 C.F.R. §320.4(a)(1) (public interest review); (a)(2)(iii) (extent and permanence of detrimental effects which the proposed structure is likely to have on public and private uses); (g)(3) (undue interference with access to, or use of, navigable waters); (g)(5) (incompatible with existing federal project); 33 C.F.R. §325.1(d)(8) (the applicant's signature will be an affirmation that the applicant possesses or will possess the requisite property interest to undertake the activity proposed in the application).

1. Contrary to the Public Interest: Impairment of District's Existing and Permitted Sand-Bypass Operations and the Broward County Federal Shore Protection Project – Segment II Project.

The District's sand-bypass operations feature a pipeline that runs from the north side of the Inlet, underneath the Inlet and then exits the Inlet on the beach south of

² A copy of the approved Hillsboro Inlet Management Study and Implementation Plan is attached hereto as Exhibit "B." See Section 14, Chapter 99-433, Laws of Florida, which requires the District to take all action to prevent erosion of any beach area in the City of Pompano Beach. See also Hillsboro Inlet Management Study Implementation Plan dated September 5, 1997: "Continued maintenance dredging with beach disposal is consistent. Management efforts should be undertaken with the State, the Corps of Engineers, and the local sponsor to ensure that maintenance dredged and offshore material is placed onto downdrift beaches in an optimal manner."

the Inlet, with the discharge pipe lying to the south of the District's jetty.³ The Project proposes a seawall and dock facility placed in the *exact location* where the District's discharge pipe emerges from the beach. Thus, the Project, if approved, would obstruct the path of the pipeline. It would eliminate operational access to the shoreline south of the Inlet and force the District to cease its sand-bypass operations.

The inability of the District to conduct its sand-bypass operations (which the District is legislatively mandated to perform) would have obvious and profound adverse impacts.

- It would cause an acceleration in beach erosion south of the Inlet, which in turn will increase the risk of impact of coastal storms, adversely impacting the properties south of the Inlet, including a segment of beach that is part of an ongoing Broward County Federal Shore Protection Project – Segment II being done in conjunction with the Army Corp of Engineers ("USACOE Project").⁴ The benefits from the District's operations are noted in the October 16, 2015, Limited Reevaluation Report with Environmental Assessment prepared by Broward County, and attached as Exhibit "E."
- It would also adversely impact navigation, due to resulting accumulation of sand in the Inlet.
- And the accumulation of sand in the Inlet will adversely impact drainage through the Inlet. Such accumulation will reduce daily tidal flows, impairing

³ The District obtained a Consolidated Joint Coastal Permit and Sovereign Submerged Lands Authorization from the Florida Department of Environmental Protection on December 2, 2008, Permit Authorization Number 0229394-001-JC for the District' Sand Bypassing Project (the "FDEP Permit"). The District Permit is attached hereto as Exhibit "C." On July 23, 2018, the FDEP extended the FDEP Permit for an additional five (5) years, up to and including December 2, 2023. The District is currently in the process of applying for a new FDEP permit to continue its sand bypassing operations. The U.S. Army Corps of Engineers issued a permit for the District's Sand Bypassing Project, Permit Number SAJ-1993-01995(SP-PWB) ("USACOE Permit"). The USACOE Permit expires November 18, 2025. The USACOE Permit is attached hereto as Exhibit "D."

⁴ The permits issues for the USACOE Project are USACOE Permit SAJ 1999-5545, and FDEP Permit Nos. 0314535-001-JC. 0394925-001-JC.

the efficacy of the Inlet to serve as a conduit for stormwater drainage from the upland areas of Broward County, resulting in a reduction of regional water quality.⁵

The site survey furnished in connection with the Application does not even reflect the existence of the pipeline, despite it being in the same location for decades.⁶ The negative effects on navigation, shore erosion, and safety are all impacts on the public interest that warrant denial of the permit. 33 C.F.R. §320.4(g)(1).

2. Contrary to the Public Interest: The District's South Jetty.

The Application includes construction of a new seawall extending more than 117 feet along the Inlet shoreline, along a beach that has historically been utilized peacefully by the public for access to the Inlet, as well as by the District for the operation of the sand-bypass pipeline. The Application also includes a toe scour rock revetment, and a concrete dock along the Inlet side of the new seawall, and dredging of the Inlet adjacent to the new dock for sand to backfill the new seawall. The proposed seawall attaches to an existing seawall. The alignment of the existing seawall and new seawall are approximately perpendicular to the District's south jetty on the south side of the Inlet. However, the new seawall extension which extends from an existing seawall will leave *only a twenty-five foot (25') gap* between the terminus of the seawall and the south jetty.

The District installed the steel sheet pile jetty in 2019 due to the fact that the 40 year old wood crib structure was in a state of disrepair. The cost to taxpayers to replace the old wood crib structure and replace it with the steel sheet pile south jetty was

⁵ The success of the District's sand-bypassing operations is reflected in District's 2022 Sand Bypassing Report and Monthly Dredging Volume Spreadsheet, attached hereto as Exhibit "F."

⁶ The pipeline is clearly visible in the photographs included with the Applicant's Seagrass Inspection Report, on the Broward County Property Appraiser's website aerial photographs, and crossing the dune south of the Inlet.

more than \$1,500,000. As constructed, the anticipated useful life of the steel, sheet pile wall ranges 30-50 years and is heavily dependent on maintenance.

The proposed construction and operation of the dock facility within twenty-five feet (25') of the District's south jetty will likely cause scouring and erosion along the south jetty, adversely impacting the useful life of the south jetty. Storm surge during a major storm will produce waves and currents that will scour the sand in the gap between the seawall and jetty. The hydrodynamic force of the waves and currents with the loss of sand adjacent to the jetty will destabilize the foundation of the jetty resulting in settlement and failure of the structure. In addition, the proposed dredging within the Inlet is within close proximity to the western end of south jetty. The excavation has the potential to induce current flows that can scour and undermine the jetty foundation.

Finally, in order to conduct its sand bypassing operations, the District's vessels need access to the beach and submerged pipe that has been located just south of the south jetty for decades. The District staff accesses the beach south of the jetty in order to replace the discharge pipe, and adjust the location where the bypassed sand exits the discharge pipe. Construction of the dock facility as proposed will eliminate the ability of District staff to navigate its vessels and District equipment in a manner necessary to conduct its sand bypass operations.

As previously stated, while the site survey provided by the Applicant does not indicate a pipeline easement across the property, the pipeline has been in this location for decades. The proposed seawall and dock will obstruct the path of the pipeline from the Inlet to the beach south of the Inlet as well as impede the District's operations, which will adversely impact the newly constructed south jetty.

The impacts to the District's South Jetty therefore also warrant denial due to the negative impacts on public interest. 33 C.F.R. §320.4(g)(1).

3. Contrary to the Public Interest: The District and General Public Will Incur Additional Costs.

Approval of the Application will cause the District and the general public to incur additional costs to accommodate the Project. If approved, the District will be required to modify its Inlet Management Plan and permits and find other, more expensive alternatives to bypass sand to the south. While the District does anticipate a modification to its Inlet Management Plan as a condition of its new sand bypass permit, the immediate cessation of sand bypassing operations as currently performed will cause the District to expend funds to find a new, temporary way to comply with both its statutory and regulatory obligations and responsibilities. Additional costs for equipment, manpower, consultants, and oversight will cause additional and unanticipated expenses to the District. This will likely require an increase in the District's millage rate, and added cost to the taxpayers within the District.

All of the above-state actions will take time, and during that time all sand bypass operations will cease. Consequently, the Inlet and the channel will fill with sand, thus impacting navigation, drainage, and the livelihood of all boaters and residents who utilize the Inlet on a daily basis.

4. Creates Undue Interference with Access to, or Use of, Navigable Waters: Applicant Is Interfering with Public Access Without Even Showing a Valid, Competing Property Interest.

As explained in Section 2 above, the Applicant's Project would not only interfere with the location of its pipe, but also interfere with the District's vessel's access to the beach, which it needs for operational purposes. The District staff accesses the beach south of the jetty in order to replace the discharge pipe, and adjust the location where the bypassed sand exits the discharge pipe. Construction of the dock facility as proposed will eliminate the ability of District staff to navigate its vessels and District equipment in a manner necessary to conduct its sand bypass operations.

Moreover, the Project's potential impact on the District's sand bypassing operations could result in closure of the Inlet limiting access of surrounding riparian owners to the Atlantic Ocean. If the Inlet is forced to close due to the increase in sand that

cannot be bypassed, the businesses that rely on the Inlet for access to the Atlantic Ocean will be directly impacted. Commercial fishermen, charter fishing companies, scuba dive companies, and marine tour companies will not be able to access the Atlantic Ocean through the Inlet. The only other options will be the Boca Inlet, approximately four (4) miles to the north, or Port Everglades, approximately twelve (12) miles to the south. This will dramatically increase costs to those businesses, and force more vessels to utilize the limited Atlantic Ocean access points.

Despite the Project's severe restrictions on the access of others, the Applicant cannot even show a competing riparian right that must be weighed against the rights of the District and the public.

The Applicant's property, as depicted by the Broward County Property Appraiser ("BCPA") on its website, does not touch upon the water. For its ownership claim, Applicant relies on an e-mail, dated March 11, 2021, from Scott Woolam, Bureau Chief of Survey and Mapping, Division of State Lands, FDEP, in which Mr. Woolam advises that there is no need to purchase the area adjacent to the eastern boundary of the Applicant's property because the State assumed that this property was accreted land that, by operation of law, goes to the Applicant as the riparian owner. The State's assumptions in this letter are wrong for various reasons.

First, the area on which the Applicant proposes to construct the dock, if accreted, would belong the Applicant's neighbor to the north. As such, even if data supported the accretion theory noted by Mr. Woolam, it is the Applicant's neighbor to the north, not the Applicant, that is the riparian owner. Copies of the BCPA information concerning both properties are attached as Exhibit "G."

Moreover, the District performed a title search on the property to the east of the Applicant's property, which based on Mr. Woolan's letter the Applicant is claiming to own by accretion. The title search revealed that the majority of this *allegedly* accreted area is privately owned by the Bay Drive Beach Association, Inc. ("Association"). The Applicant can, therefore, not claim ownership to that area by accretion.

Specifically, the Association owns what is known as Block 2 of Plat Book 23, Page 7, of the Official Records of Broward County, Florida. The referenced plat is enclosed as Exhibit "H." Additionally, the deed evidencing the Association's ownership interest in Block 2 is attached as Exhibit "I." The District overlayed Block 2 on an aerial showing present day conditions. The overlay is attached as Exhibit "J."

As shown by Exhibit "J", the area that the Applicant purports to own by accretion consist almost entirely of Block 2 (owned by the Association) or areas that accreted to the Block 2. This is affirmative evidence that the Applicant has *no ownership interest* or riparian rights in the area on which it intends to construct the proposed seawall and dock. Moreover, the Association holds that property for use as beach. *See* Exhibit "I." The Project would interfere with this use by blocking direct access to the inlet with a private dock.

For all the aforementioned reasons, the Applicant's Project unduly interferes with the right of access of others, without Applicant even holding a riparian interest that should be weighed against the opposing rights of access.

CONCLUSION

As explained, the Project, if approved, will have an adverse effect on the public health, safety, and welfare or the property of others by impairing navigation and drainage through the Inlet. Should the District be unable to continue its dredging and sand-bypass activities, the Inlet will become overloaded with sand. This will render it less navigable. Any commercial boaters, recreational boaters, and other maritime related businesses will not be able to use the Inlet. The increase of sand in the Inlet will cause flooding issues for upland properties, loss of jobs, loss of income, and reduced taxes due to the lack of access through the Inlet.

In addition, should the District be unable to maintain the sand-bypass discharge pipe in its current location, the beaches to the south of the Inlet, including beaches renourished by the USACOE Project, will lose the benefit of sand replenishment that the District's dredging and bypass activities afford. This will likely increase the cost of the USACOE Project. As noted above, without this sand replenishment, erosion will increase, rendering public and private infrastructure more vulnerable to coastal

storms and sea level rise. The Project also threatens to jeopardize the integrity of the south jetty, with destabilizing effects on the jetty further exacerbating risks of loss due to storm impacts to the beach and interests south of the Inlet.

As stated above, if the Inlet is forced to close due to the increase in sand that cannot be bypassed, this will have a devastating effect businesses that rely on the Inlet for access to the Atlantic Ocean.

The Application fails to even mention that the District, a public taxing authority, operates in the area, and that for over sixty (60) years, the District maintained the beach and upland in the area where the discharge pipe is located.

The District remains steadfast to ensure that it meets its statutory and regulatory obligations to the State of Florida and the residents of Broward County. Please contact my office if you require any further information, or have any questions.

Please contact my office if you require any further information or have any questions.

Sincerely,



David N. Tolces
General Counsel

cc: Denise Bryan, Chair
Members of the Hillsboro Inlet District Board of Commissioners
Chris Creed, Olsen Associates

VIA EMAIL:

Scott Woolam
Bureau Chief of Surveying and Mapping
Division of State Lands
Department of Environmental Protection
3900 Commonwealth Blvd.
Mail Station 105
Tallahassee, Florida 32399-3000
Email: Scott.Woolam@FloridaDEP.gov



LOCATION MAP

Site Address: 2306 BAY DRIVE, POMPADO BEACH FL 33062
 Property Owner: HILLSBORO POINT LLC
 Mailing Address: 1001 UTE AVE ASPEN CO 81611
 ID # 4843 29 04 1380
 Abbreviated Legal Description: HILLSBORO SHORES SEC A 21-14 B &
 HILLSBORO SHORES SEC C AMEND PLAT 33-37 B LOT 19 BLK 10(21-14B)
 TOGETHER WITH POR HILLSBORO BAY DESC AS: COMM NE COR LOT 19, SLY 5
 TO POB E 8.1NW 4.97 E 6.79 SE 13.85 NE 98.92 SE 46.99 SWLY 49.18 SW
 19.03 SW 36.65 SW 7.03 NW 142.09 NELLY 95 TO POB

GENERAL NOTES

GENERAL

ALL DIMENSIONS ON PLANS ARE SUBJECT TO VERIFICATION IN THE FIELD. IT IS THE INTENT OF THESE PLANS TO BE IN ACCORDANCE WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. ANY DISCREPANCIES BETWEEN THESE PLANS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH WORK.

IT IS THE INTENT OF THESE PLANS AND THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH LOCAL, STATE AND FEDERAL ENVIRONMENTAL AND BUILDING PERMIT ISSUED FOR THIS PROJECT. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO FAMILIARIZE AND GOVERN HIMSELF BY ALL PROVISIONS OF THESE PERMITS.

THE WORK SPECIFIED HEREIN HAS BEEN DESIGNED & ALL WORK SHALL BE IN ACCORDANCE WITH STRUCTURAL PROVISIONS OF THE 7TH EDITION 2020 FLORIDA BUILDING CODE.

CONCRETE

1. ALL CONCRETE (EXCEPT PRECAST PILES) SHALL ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 5,000 PSI. AT THE END 28 DAYS.
2. ALL REINFORCEMENT SHALL BE 60,000 PSI MINIMUM YIELD NEW BILLET STEEL IN ACCORDANCE WITH ASTM A615 GRADE 60. ALL BAR LAPS SHALL BE A MINIMUM OF 36 BAR DIAMETERS. PLACING OF REINFORCEMENT SHALL CONFORM TO THE LATEST ACI CODE AND MANUAL OF STANDARD PRACTICE.
3. ALL CONCRETE SHALL BE PLACED WITHIN 90 MINUTES FROM BATCH TIME, AND VIBRATED AS REQUIRED BY THE ACI MANUAL OF CONCRETE PRACTICE. TEMPERATURE OF CONCRETE AT TIME OF PLACEMENT SHALL BE BETWEEN 75° AND 100°F.
4. ALL CONCRETE DECK SURFACES SHALL HAVE A LIGHT BROOM FINISH.
5. ALL EXPOSED CONCRETE EDGES SHALL BE CHAMFERED 3/4" OR AS SHOWN ON THE PLANS.

PRECAST CONCRETE PILING

1. PRECAST CONCRETE DOCK PILES SHALL BE 12"x12" PILES W/5000 PSI MIN. CONCRETE 4-7/16" DIAMETER 270 KSI ASTM A416 LOW-LAX STRANDS W/24" MIN. CONCRETE COVE TO TIES DRIVEN TO A MINIMUM BEARING CAPACITY OF 12 TONS WITH 10" MINIMUM PENETRATION INTO FIRM MATERIAL BELOW SILT LAYER
2. PILES SHALL BE CUT OFF AT ELEVATIONS SHOWN ON THE PLANS @ SECTION

TURBIDITY BARRIER

APPROVED TURBIDITY BARRIERS SHALL REMAIN IN PLACE DURING ALL PHASES OF IN WATER CONSTRUCTION.

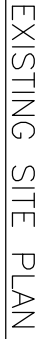
EnviroCare Solutions
International, Inc.
 832 NE 26TH STREET
 WILTON MANORS, FL 33305
 T:954-730-7707
 F:954-730-7717

HILLSBORO POINT LLC
 2306 BAY DRIVE, POMPADO
 BEACH FL 33062
**NEW SEAWALL, SEAWALL CAP &
 CONCRETE DOCK**

James Bushouse, Inc.
 CONSULTING ENGINEERS
 C.A. #27565
 3140 WEDGEWOOD BLVD
 DELRAY BEACH, FL 33445
 (561) 908-2473
 P.O. BOX 1287
 ARCADIA, FL 34205
 (863) 491-8242

James Bushouse, P.E.
 Professional Engineer #20311

DATE:
 01/03/2022
REVISION:
 6/7/2022
SHEET OF 10
S-1



EXISTING SITE PLAN

DATE:	03/01/2022
REVISION:	C

6/11/2022
SHEET OF 10
S-2

HILLSBORO BAY

RIPARIAN RIGHTS LINE
(AS DETERMINED BY
THE PROFESSIONAL
LAND SURVEYOR)

117'-2"

117'-2" P/L

M.H. W.L. 0.3 (N.A.V.D.)
(AS LOCATED 2/17/2021)

EXISTING SEAWALL &
CAP TO REMAIN.

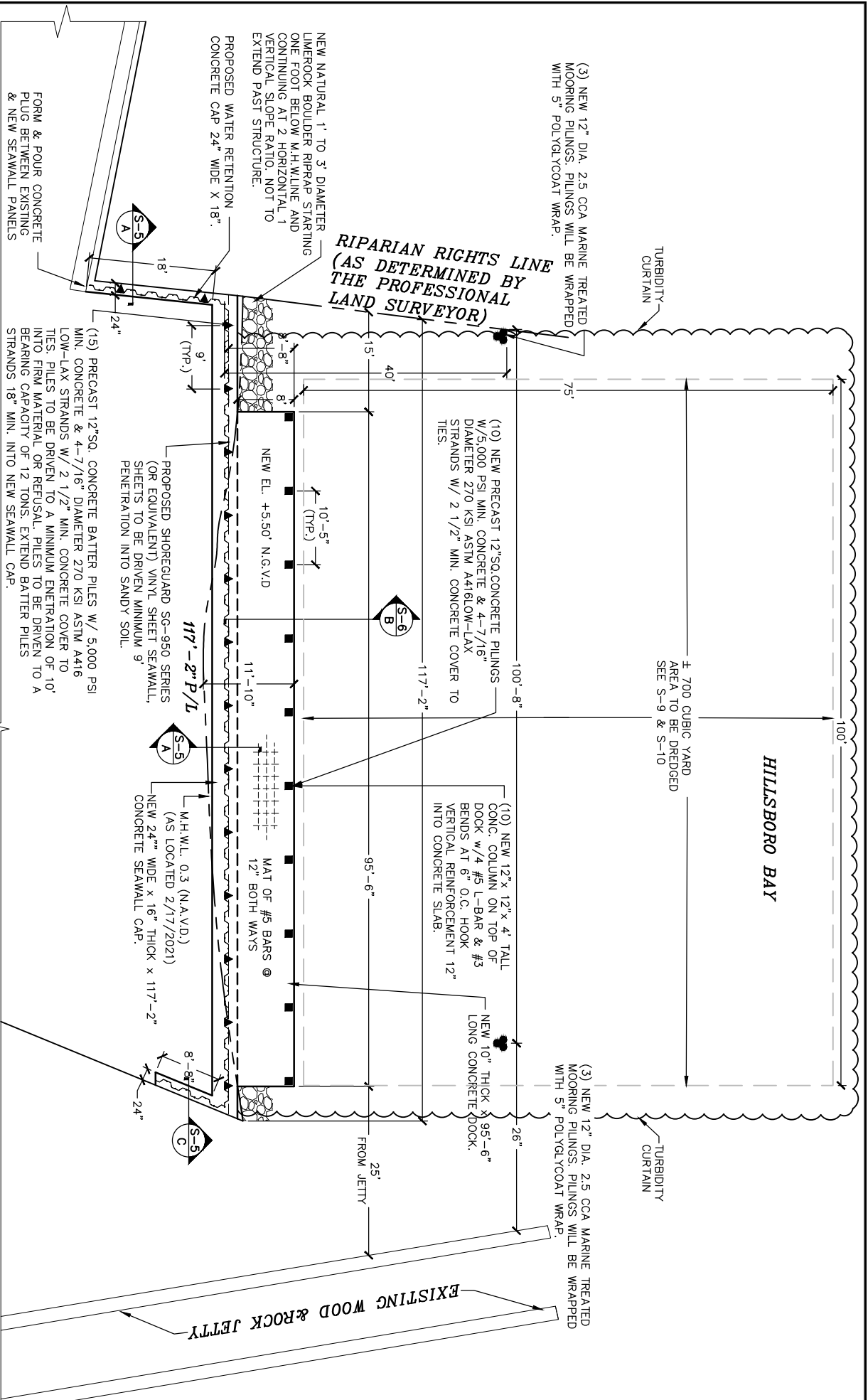
EXISTING WOOD & ROCK JETTY

ENLARGED SITE PLAN

SCALE 1"=30'

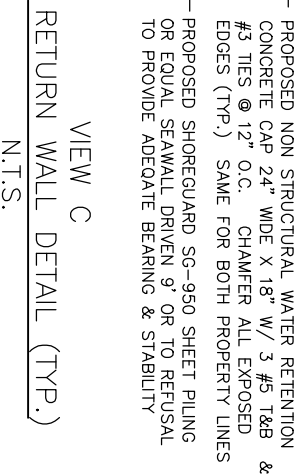
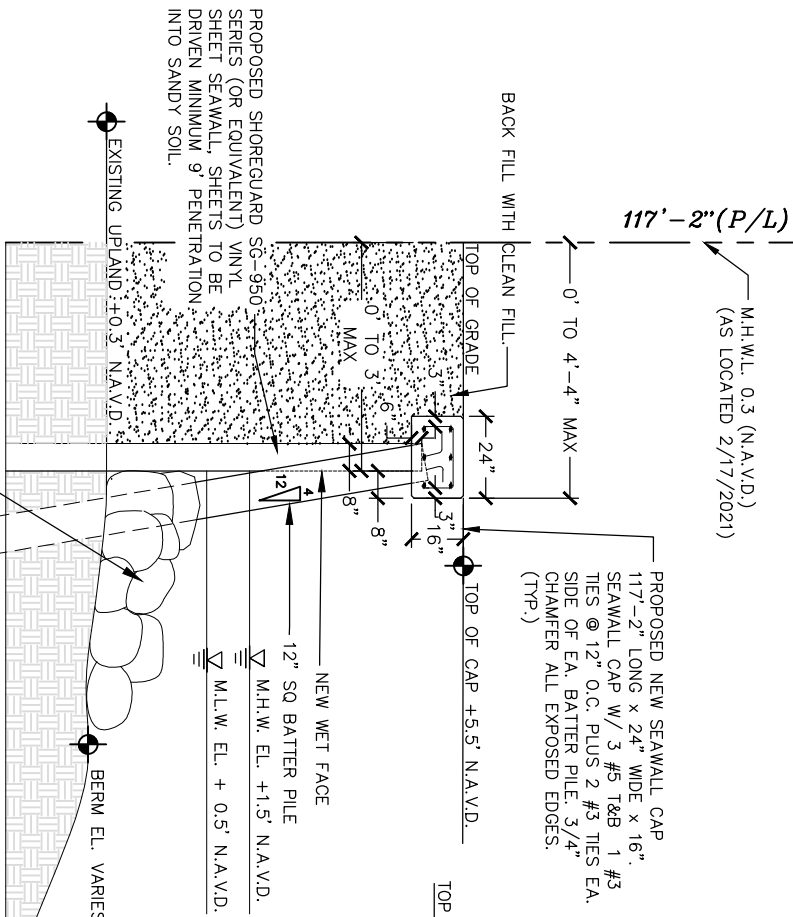
THE WORK SPECIFIED HEREIN HAS BEEN DESIGNED & ALL WORK SHALL BE IN ACCORDANCE WITH STRUCTURAL PROVISIONS OF THE 7th EDITION 2020 FLORIDA BUILDING CODE.
BEST MANAGEMENT PRACTICES: FLOATING TURBIDITY CURTAIN EXTENDING WITHIN 1' OF BOTTOM TO BE INSTALLED DURING PILING INSTALLATION.

EnviroCare Solutions International, Inc. 832 NE 26TH STREET WILTON MANORS, FL 33305 T:954-730-7707 F:954-730-7717		JOB NAME: HILLSBORO POINT LLC 2306 BAY DRIVE, POMPADU BEACH FL 33062		DATE: 03/01/2022	
DATE: NEW SEAWALL, SEAWALL CAP & CONCRETE DOCK		CLIENT: James Bushouse, Inc. CONSULTING ENGINEERS C.A. #27565 3140 WEDGEWOOD BLVD DELRAY BEACH, FL 33445 (561) 908-2473		PROFESSIONAL ENGINEER: James Bushouse, P.E. Professional Engineer #20311	
PROJECT: NEW SEAWALL, SEAWALL CAP & CONCRETE DOCK		PROJECT: P.O. BOX 1237 ARCADIA, FL 34365 (863) 491-8242		REVISION: 6/7/2022	
PROJECT: NEW SEAWALL, SEAWALL CAP & CONCRETE DOCK		PROJECT: P.O. BOX 1237 ARCADIA, FL 34365 (863) 491-8242		SHEET: S-3	



PROPOSED SITE IMPROVEMENTS WILL NOT ADVERSELY AFFECT NEIGHBORING PROPERTIES AND RIGHT OF WAY. STORM WATER RUNOFF TO REMAIN ON SITE.

3" STEEL CLEAR COVER TO CONCRETE



NEW NATURAL 1' TO 3' DIAMETER LUMBEROCK BOULDER RIPRAP STARTING ONE FOOT BELOW M.H.W. LINE AND CONTINUING AT 2 HORIZONTAL 1 VERTICAL SLOPE RATIO. NOT TO EXTEND PAST STRUCTURE.

(15) PRECAST 12"SQ. CONCRETE BATTER PILES 5,000 PSI MIN. CONCRETE & 4-7/16" DIAMETER 270 KSI ASTM A416 LOW-LAX STRANDS W/ 2 1/2" MIN. CONCRETE COVER TO TIES. PILES TO BE DRIVEN TO A MINIMUM PENETRATION OF 12" INTO FIRM MATERIAL OR REFUSAL. PILES TO BE DRIVEN TO A BEARING CAPACITY OF 25 TONS. EXTEND BATTER PILES & KING PILES STRANDS 16" MIN. INTO NEW SEAWALL CAP.

VIEW A
SEAWALL DETAIL (TYP.)
N.T.S.

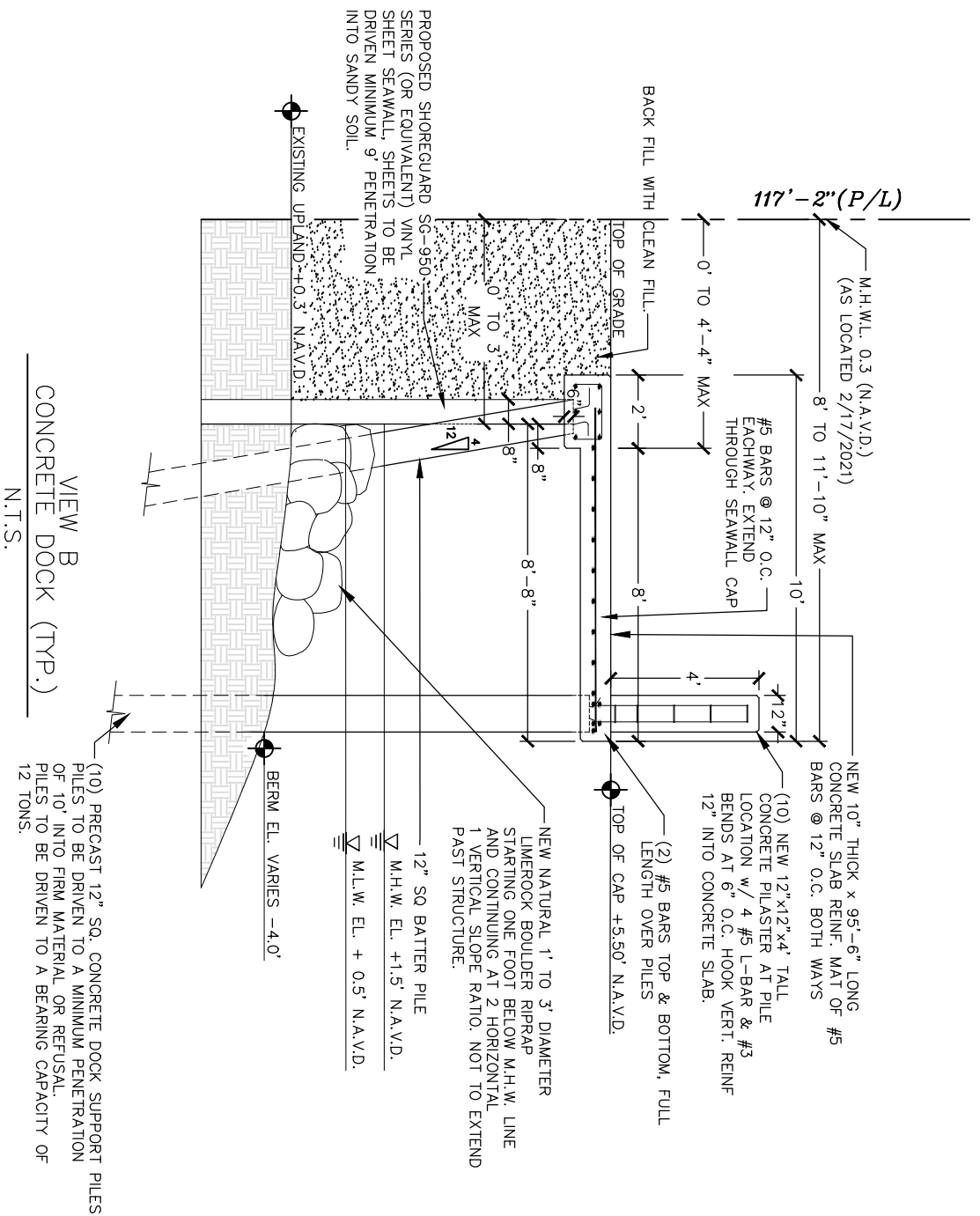
VIEW C
RETURN WALL DETAIL (TYP.)
N.T.S.

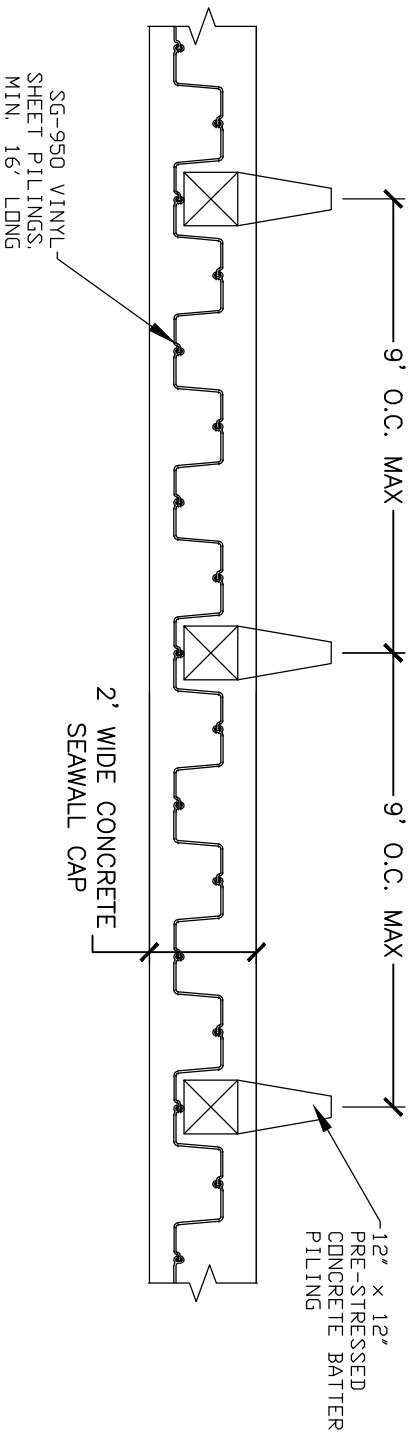
THE WORK SPECIFIED HEREIN HAS BEEN DESIGNED & ALL WORK SHALL BE IN ACCORDANCE WITH STRUCTURAL PROVISIONS OF THE 7th EDITION 2020 FLORIDA BUILDING CODE. BEST MANAGEMENT PRACTICES; FLOATING TURBIDITY CURTAIN EXTENDING WITHIN 1' OF BOTTOM TO BE INSTALLED DURING PILING INSTALLATION.

EnviroCare Solutions International, Inc. 832 NE 26TH STREET WILTON MANORS, FL 33305 T: 954-730-7707 F: 954-730-7717	JOB NAME: HILLSBORO POINT LLC 2306 BAY DRIVE, POMPADON BEACH FL 33062	DESIGNER: 03/01/2022 REVISION: C
	DATE: 03/01/2022 SHEET OF 10 S-5	

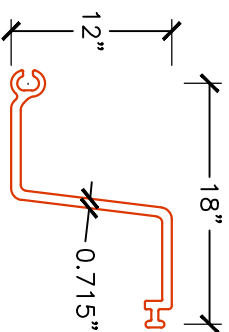
James Bushouse, Inc. CONSULTING ENGINEERS C.A. #27565 3140 WEDGEWOOD BLVD DELRAY BEACH, FL 33445 (561) 908-2473	James Bushouse, P.E. Professional Engineer #20311
---	---

NEW SEAWALL, SEAWALL CAP & CONCRETE DOCK





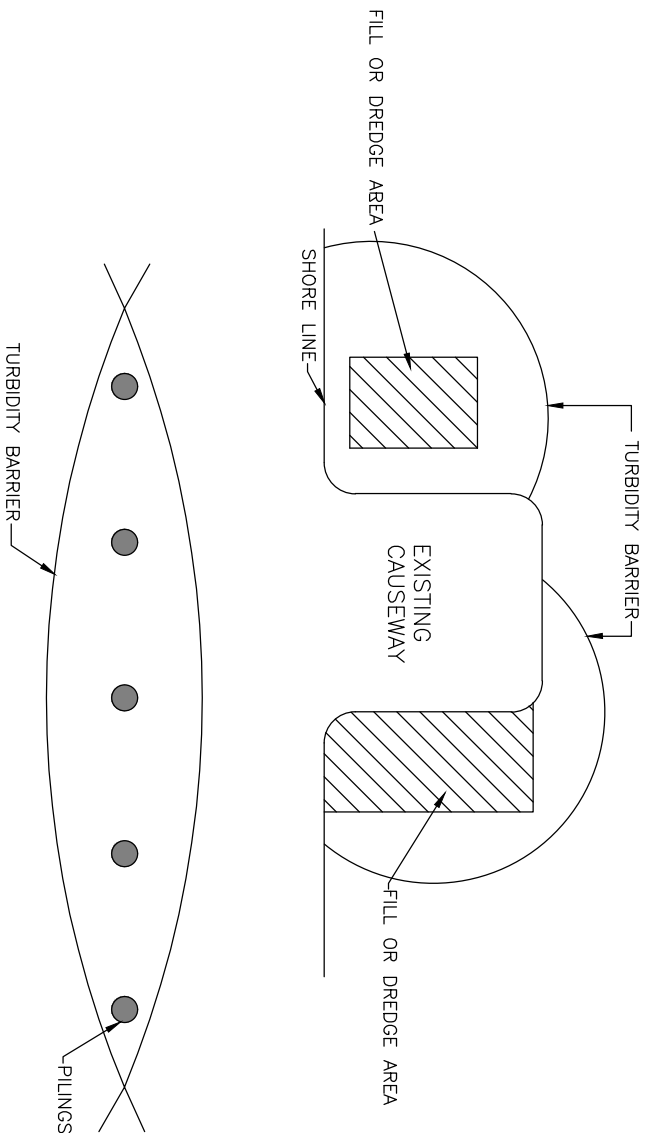
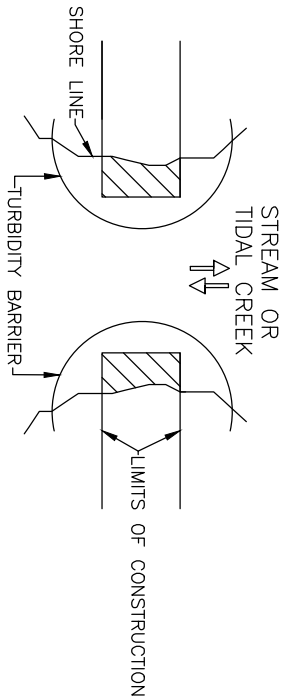
SEAWALL PLAN VIEW
N.T.S.



SG-950 VINYL SHEET PILE

THE WORK SPECIFIED HEREIN HAS BEEN DESIGNED & ALL WORK SHALL BE IN ACCORDANCE WITH STRUCTURAL PROVISIONS OF THE 7th EDITION 2020 FLORIDA BUILDING CODE.
BEST MANAGEMENT PRACTICES: FLOATING TURBIDITY CURTAIN EXTENDING WITHIN 1' OF BOTTOM TO BE INSTALLED DURING PILING INSTALLATION.

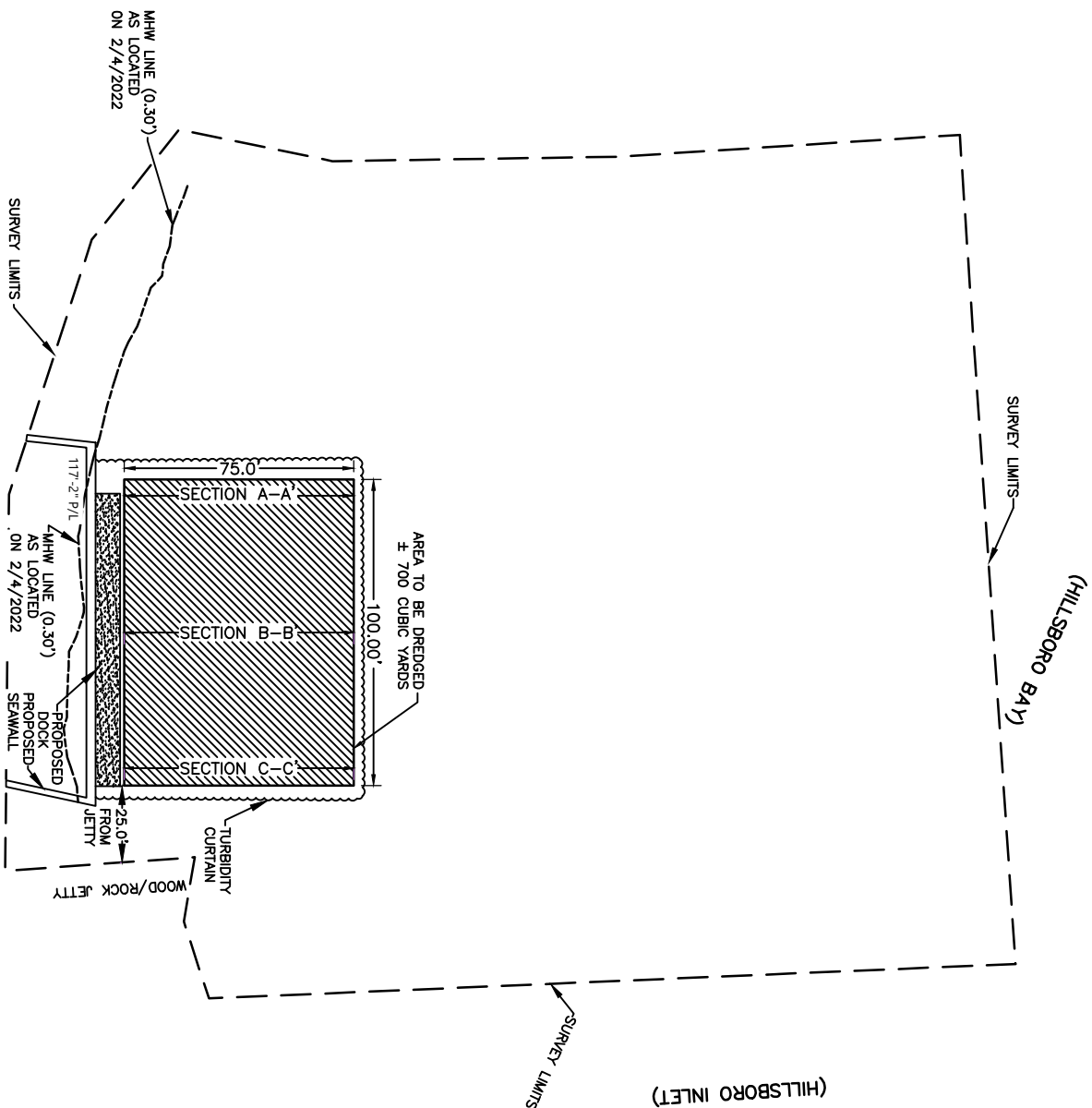
EnviroCare Solutions International, Inc. 832 NE 26TH STREET WILTON MANORS, FL 33305 T: 954-730-7707 F: 954-730-7717	JOB NAME: HILLSBORO POINT LLC 2306 BAY DRIVE, POMPAN BEACH FL 33062 NEW SEAWALL, SEAWALL CAP & CONCRETE DOCK	James Bushouse, Inc. CONSULTING ENGINEERS C.A. #27565 3140 WEDGEWOOD BLVD DELRAY BEACH, FL 33445 (561) 908-2473 P.O. BOX 1237 ARCADIA, FL 34355 (863) 491-8242	James Bushouse, P.E. Professional Engineer #20311	DATE: 03/01/2022 REVISION: C 6/7/2022 SHEET 00 OF 10 S-7
--	--	---	---	--



NOTES

1. TURBIDITY BARRIERS ARE TO BE USED IN ALL PERMANENT BODIES OF WATER REGARDLESS OF WATER DEPTH
2. NUMBER AND SPACING DEPENDANT ON CURRENT VELOCITIES.
3. DEPLOYMENT OF BARRIER AROUND PILE LOCATION MAY VARY TO ACCOMMODATE CONSTRUCTION OPERATIONS.
4. NAVIGATION MAY REQUIRE SEGMENTING BARRIER DURING CONSTRUCTION OPERATIONS.
5. FOR ADDITIONAL INFORMATION SEE SECTION 104 OF THE STANDARD SPECIFICATIONS.
6. TURBIDITY BARRIERS FOR FLOWING STREAMS AND TIDAL CREEKS MAY BE EITHER FLOATING OF STAKED TYPES.
7. BARRIER TYPE WILL BE AT THE CONTRACTOR'S DECISION U.N.O.
8. POSTS IN STAKED TURBIDITY BARRIERS TO BE INSTALLED IN VERTICAL POSITION UNLESS OTHERWISE DIRECTED BY ENGINEER.
9. N.P.D.E.S. INSPECTION TO BE CALLED FOR BY ENGINEER TO VERIFY TURBIDITY BARRIER.

EnviroCare Solutions International, Inc. 832 NE 26TH STREET WILTON MANORS, FL 33305 T:954-730-7707 F:954-730-7717	JOB NAME: HILLSBORO POINT LLC 2306 BAY DRIVE, POMPADO BEACH FL 33062 NEW SEAWALL, SEAWALL CAP & CONCRETE DOCK	James Bushouse, Inc. CONSULTING ENGINEERS C.A. #27565 3140 WEDGEWOOD BLVD DELRAY BEACH, FL 33445 (561) 908-2473 P.O. BOX 1237 ARCADIA, FL 34305 (863) 491-8242	James Bushouse, P.E. Professional Engineer #20311	03/01/2022 REVISION C 6/7/2022 SHEET 8 OF 10 S-8
--	--	--	--	--



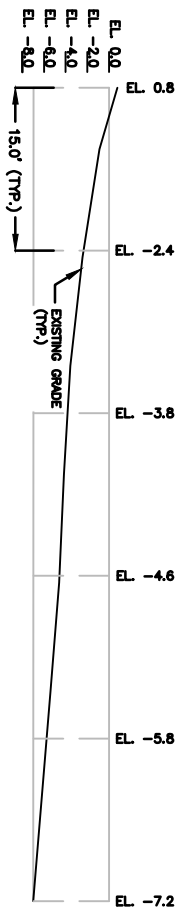
EnviroCare Solutions International, Inc.
 832 NE 26TH STREET
 WILTON MANORS, FL 33305
 T:954-730-7707
 F:954-730-7717

HILLSBORO POINT LLC
 2306 BAY DRIVE, POMPANO BEACH FL 33062
NEW SEAWALL, SEAWALL CAP & CONCRETE DOCK

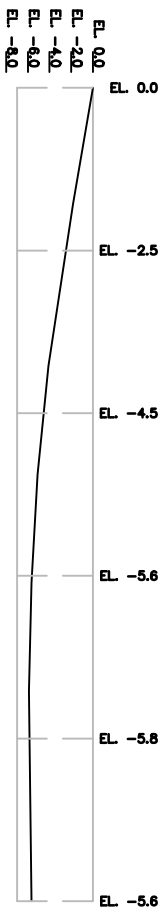
James Bushouse, Inc.
 CONSULTING ENGINEERS
 C.A. #27565
 3140 WEDGEWOOD BLVD
 DELRAY BEACH, FL 33445
 (561) 908-2473
 P.O. BOX 1237
 ARCADIA, FL 34265
 (863) 491-8242

James Bushouse, P.E.
 Professional Engineer #20311

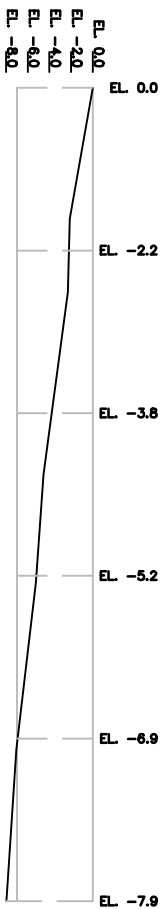
03/01/2022
 REVISION C
 6/7/2022
 SHEET 9 OF 10
S-9



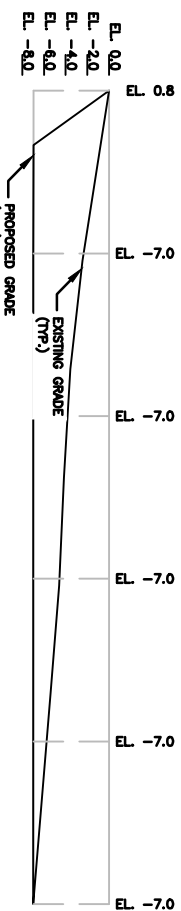
SECTION A-A' EXISTING BATHYMETRY
NOT TO SCALE



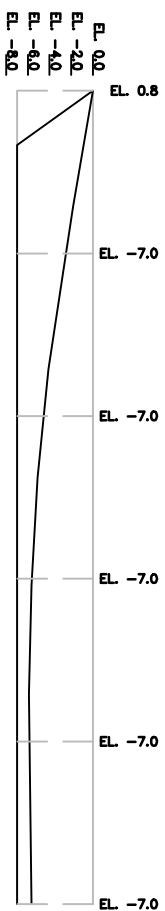
SECTION B-B' EXISTING BATHYMETRY
NOT TO SCALE



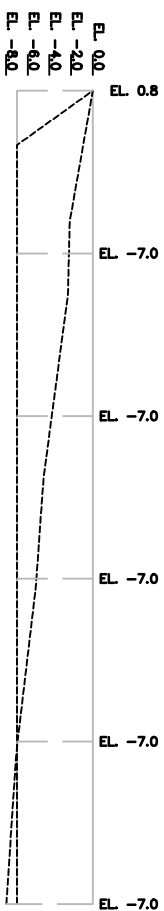
SECTION C-C' EXISTING BATHYMETRY
NOT TO SCALE



SECTION A-A' DREDGING AREA
NOT TO SCALE



SECTION B-B' DREDGING AREA
NOT TO SCALE



SECTION C-C' DREDGING AREA
NOT TO SCALE

EnviroCare Solutions
International, Inc.
832 NE 26TH STREET
WILTON MANORS, FL 33305
T:954-730-7707
F:954-730-7717

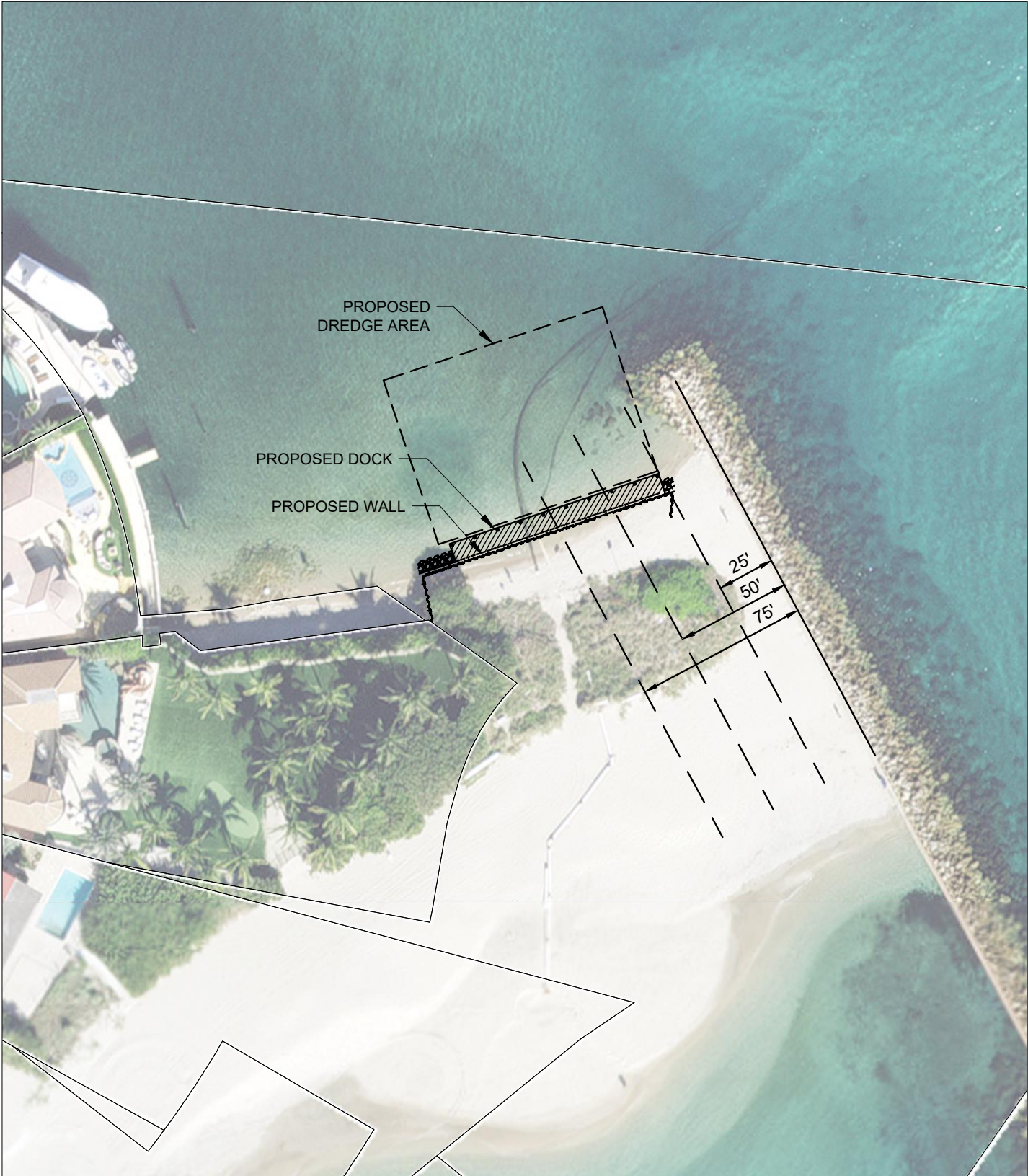
JOB NAME: HILLSBORO POINT LLC
2306 BAY DRIVE, POMPANO
BEACH FL 33062
DATE: NEW SEAWALL, SEAWALL CAP &
CONCRETE DOCK

James Bushouse, Inc.
CONSULTING ENGINEERS
C.A. #27565
3140 WEDGEWOOD BLVD
DELRAY BEACH, FL 33445
(561) 908-2473
P.O. BOX 1237
ARCADIA, FL 34305
(863) 491-8242

James Bushouse, P.E.
Professional Engineer #20311

03/01/2022
REVISION
C
6/7/2022
SHEET 10
S-10

HILLSBORO INLET (BROWARD COUNTY, FL)

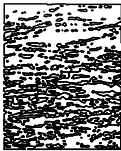


NOTES:
1. AERIAL PHOTO: BROWARD COUNTY PROPERTY APPRAISER.



SCALE (ft)
0 30 60

Latitude: 26° 15.5' N
Longitude: 80° 4.9' W
Township: 48 S
Range: 43 E
Section: 29



olsen
associates, inc.
2618 Herschel Street
Jacksonville, FL 32204
(904) 387-6114
COA No. 3491

HILLSBORO INLET DISTRICT
BROWARD COUNTY, FL

**COMPARISON OF PROPOSED DOCK PLAN
AND EXISTING CONDITIONS**

REV	DATE:	09/26/2023
	DRAWN BY:	ML
	SHEET	1 of 1

RESOLUTION NO. 2024-19

1
2 **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF**
3 **LAUDERDALE-BY-THE-SEA, FLORIDA, SUPPORTING THE**
4 **HILLSBORO INLET DISTRICT’S EFFORTS TO OPPOSE A PERMIT**
5 **APPLICATION FOR THE HILLSBORO POINT DOCK CURRENTLY**
6 **UNDER REVIEW BY THE FLORIDA DEPARTMENT OF**
7 **ENVIRONMENTAL PROTECTION AND THE UNITED STATES**
8 **DEPARTMENT OF THE ARMY CORPS OF ENGINEERS; PROVIDING**
9 **THAT A COPY OF THIS RESOLUTION BE PROVIDED TO THE**
10 **HILLSBORO INLET DISTRICT, ALL LOCAL GOVERNMENTS WITH**
11 **REPRESENTATION ON THE HILLSBORO INLET DISTRICT BOARD OF**
12 **COMMISSIONERS, AND THE STATE AND FEDERAL REVIEWING**
13 **AGENCIES; PROVIDING FOR CONFLICTS; PROVIDING FOR**
14 **SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

15
16 **WHEREAS,** the Hillsboro Inlet serves as a primary access to the Atlantic Ocean in
17 northern Broward County, and provides important environmental functions such as facilitating
18 stormwater systems, including for the Town of Lauderdale-By-The-Sea (“Town”) and enhancing
19 protection of environmental resources such as local beaches; and

20
21 **WHEREAS,** the Town is a boating community, and residents of the Town use the
22 Hillsboro Inlet for access to the Atlantic Ocean, as well as for recreational activities; and

23
24 **WHEREAS,** the Town’s representative on the Board of Commissioners for the Hillsboro
25 Inlet District has advised the Town Commission of pending applications with state and federal
26 agencies for the construction of a private dock near the south jetty of the Hillsboro Inlet, known
27 as the Hillsboro Point Dock; and

28
29 **WHEREAS,** if the applications are approved, the construction of the proposed private
30 dock would have severe and adverse impacts on the operations of the Hillsboro Inlet District,
31 including dredging, sand by-passing activities, and beach restoration; and

32
33 **WHEREAS,** as proposed, the private dock would prevent the Hillsboro Inlet District from
34 continuing its use of its current discharge pipe and force the Hillsboro Inlet District to cease its
35 sand by-pass operations, which in turn would accelerate beach erosion south of the Hillsboro Inlet,
36 and the accumulation of sand would impact navigation in the Hillsboro Inlet, and adversely affect
37 the use of the Hillsboro Inlet as a conduit for stormwater drainage, which in turn negatively affects
38 water quality; and

39
40 **WHEREAS,** the area where the proposed dock would be constructed if the applications
41 are approved has historically been used for recreational purposes by boaters and beach-goers alike,
42 with no previous concerns of impact on private property rights or the operations of the Hillsboro
43 Inlet District; and

RESOLUTION NO. 2024-19

45 **WHEREAS**, the Hillsboro Inlet District has raised significant concerns about the legal and
46 property rights of the applicant for the area on which the proposed dock would be constructed,
47 which could affect the legal rights of the applicant to advance the applications and construct the
48 proposed dock; and
49

50 **WHEREAS**, the Hillsboro Inlet District has sent objections to the state and federal
51 agencies reviewing the applications, the Florida Department of Environmental Protection (FDEP)
52 and the Department of the Army, Corps of Engineers, Jacksonville District (Army Corps of
53 Engineers), and provided each of those entities substantial information and documentation
54 supporting the Hillsboro Inlet District's objections to the permits; and
55

56 **WHEREAS**, while the Town believes in the sanctity of private property rights, the
57 Hillsboro Inlet District has raised arguments that the applicant has no private property rights to the
58 area on which it proposes to construct the dock, and urges the reviewing state and federal agencies
59 to complete their due diligence and determine with certainty the rights, or lack thereof, of the
60 applicant to the area on which the applicant proposed to construct the dock; and
61

62 **WHEREAS**, in addition, the Town Commission urges the reviewing state and federal
63 agencies to consider the significant concerns raised by the Hillsboro Inlet District on the adverse
64 effects the construction of the proposed dock would have on its operations, as well as substantial
65 adverse impacts on regional navigation, protection of shorelines and stormwater systems; and
66

67 **WHEREAS**, the Town Commission of the Town of Lauderdale-By-The-Sea believes that
68 if the proposed dock is constructed, it would have a significant adverse effect on the health, safety
69 and welfare of the Town and its residents, and agrees with the Hillsboro Inlet District that such is
70 against the public interest.
71

72 **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE**
73 **TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT:**
74

75 **Section 1. Recitals.** That the foregoing "WHEREAS" clauses are hereby ratified and
76 confirmed as being true and correct and is hereby made a specific part of this Resolution.
77

78 **Section 2. Approval to Support Hillsboro Inlet District's Opposition to Permit**
79 **Application.** The Town Commission of the Town of Lauderdale-By-The-Sea, Florida, hereby
80 supports the efforts of the Hillsboro Inlet District to oppose applications for the proposed Hillsboro
81 Point Dock, near the south jetty of the Hillsboro Inlet District, currently under review by the Florida
82 Department of Environmental Protection, and the United States Department of the
83 Army, Corps of Engineers. The Town Commission urges these state and federal reviewing agencies
84 to confirm with certainty any property rights the applicant may or may not have to the area on which
85 it is proposing to construct the dock, and to consider the significant adverse impacts such a dock
86 would have on the operations of the Hillsboro Inlet District, as well as the residents of the Town of
87 Lauderdale-By-The-Sea, particularly as to navigation, beach-restoration, and stormwater systems in
88 the region.
89

RESOLUTION NO. 2024-19

Section 3. Authorization and Direction. The Town Manager or designee is authorized and directed to share copies of this Resolution with the Hillsboro Inlet District Board of Commissioners, the Mayors of each of the local government entities which appoint members of the District Board of Commissioners, to the Florida Department of Environmental Protection, and the United States Department of the Army, Corps of Engineers.

Section 4. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED this 14th day of May, 2024.

BY: _____
MAYOR EDMUND MALKOON

ATTEST:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan Trevarthen, Town Attorney