



Town Commission

NOTICE OF VIRTUAL TOWN COMMISSION MEETING

Pursuant to Executive Order 20-69 issued by the Governor and the Town Local Declaration of Public Emergency, a VIRTUAL Town Commission meeting will be held on Tuesday, November 10, 2020, at 6:30 p.m. and broadcast from Town Hall.

The November 10, 2020 Town Commission meeting will be held as a VIRTUAL MEETING with elected officials and Town staff participating through video conferencing. This virtual meeting will be broadcasted live for members of the public to view on the Town's website (www.lbts-fl.gov), Comcast Channel 78, and AT&T U-verse Channel 99.

The Town of Lauderdale-By-The-Sea Town Commission

welcomes and encourages the public to participate at its virtual meetings and offers two ways for residents to be heard.

WRITTEN PUBLIC COMMENTS

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

ACTIVE PARTICIPATION

Notify the Town Clerk via e-mail at public_comments@lbts-fl.gov by November 10, 2020 5:00 pm of your desire to speak during a live virtual meeting.

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

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

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

Please note that Governor DeSantis' Executive Order Number 20-69 suspended the requirements of Section 286.011, Florida Statutes, the Florida Sunshine law, that a

quorum be present and that a local government body meet at a specific public place. The Executive Order also allows local government bodies to utilize communications media technology, such as telephonic and video conferencing for local government body meetings. Should any person desire to appeal any decision of the Town Commission with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based (Section 286.0105, Fla. Stat).

Jarvis Hall 4505 N. Ocean Drive

Virtual Town Commission Meeting

Virtual Town Commission Meeting

Tuesday, November 10, 2020, 6:30 PM

Jarvis Hall 4505 N. Ocean Drive

1. CALL TO ORDER, MAYOR CHRIS VINCENT

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION - Moment of Silence

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

5. PRESENTATIONS

- 5.a. Stormwater Master Plan Update Presentation (Ken Rubach, Public Works)
[CoverPage.pdf](#)

6. PUBLIC COMMENTS

7. PUBLIC SAFETY DISCUSSION

- 7.a. BSO October Report (Captain Thomas Palmer BSO)
[CoverPage.pdf](#)
[TM Report-October 2020.pdf](#)
- 7.b. VFD October Report (Chief Judson Hopping, VFD)
[CoverPage.pdf](#)
[Town Activity Report - Oct. 2020.pdf](#)
- 7.c. AMR October Report (Chief Brooke Liddle, AMR)
[CoverPage.pdf](#)
[AMR Times 10-2020.xlsx](#)

8. TOWN MANAGER REPORT

- 8.a. Town Manager Report (Bill Vance, Town Manager / Neysa Herrera, Assistant to the Town Manager)
[Town Manager Report.pdf](#)
[Current Contracts.pdf](#)

9. TOWN ATTORNEY REPORT

10. APPROVAL OF MINUTES

- 10.a. October 13, 2020 Ethics Training Minutes (Tedra Allen, Town Clerk) October 13, 2020 Town Commission Meeting Minutes (Tedra Allen, Town Clerk)
[CoverPage.pdf](#)
[101320 LBTS Ethics Training 1st draft minutes.pdf](#)
[101320 LBTS Commission 1st draft minutes.pdf](#)

11. CONSENT AGENDA

12. OLD BUSINESS

- 12.a. Proposed Chanukah Celebration Update - December 13, 2020
[CoverPage.pdf](#)
[Exhibit 1 Updated Special Event Application.pdf](#)
[Exhibit 2 COVID Event Operational Plan from Applicant.pdf](#)

Exhibit 3 Special Event Permit Agmt.pdf

13. NEW BUSINESS

- 13.a.** Proposal by Broward County Transit (BCT) to relocate Bus Stop 946 and install a new shelter and associated amenities in front of 2000 S Ocean Boulevard (Royal Coast condominium) (Linda Connors, Development Services Director)

CoverPage.pdf

Attachment 1-Stop 946 aerial graphic.docx

Attachment 2-Public Comments - Pedestrian Plan.pdf

Attachment 3-Royal Coast Condo.pdf

- 13.b.** Contract with PayByPhone Technologies, Inc. for Payment of Parking Fees by Phone (Ken Rubach, Public Works)

CoverPage.pdf

PayByPhone Piggyback Agreement Reso.pdf

PayByPhone Piggyback MPA Agreement - Lauderdale By The Sea_ (002).doc.pdf

- 13.c.** Collection of Sidewalk Cafe Fees for FY21 (Linda Connors, Development Services Director)

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- 13.d.** Visitor Center Improvements (Bill Vance, Town Manager / Ken Rubach, Public Works)

Visitor Center Imp.pdf

EX1- SCEC - ROM Visitor Center Improvements.pdf

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

16. ORDINANCES 2nd Reading

- 16.a.** Ordinance 2020-09 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS;" "ARTICLE V "ZONING;" SECTION 30-261 "B-1 A BUSINESS DISTRICT-BUSINESS," SECTION 30-271 "B-1 DISTRICT BUSINESS, SECTION 30-313 "GENERAL PROVISIONS" TO MODIFY REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (Linda Connors, Development Services Director)

Cover_Page.pdf

Ex 1- 3HM484302-Chapter 30 Code Amendments.pdf

Ex 3- Proof of Publication.pdf

17. RESOLUTIONS - PUBLIC COMMENTS

- 17.a.** RESOLUTION NO. 2020-41 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2020/2021 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A"; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2020/2021 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE. (Lucila Lang, Finance Director / Ken Rubach, Municipal Services Director)

CoverPage.pdf

Resolution 2020-41 - Budget Amendment.pdf

BA -Exhibit A to Resolution 2020 PARKING.xlsx

- 17.b.** Resolution 2020-46 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA,

FLORIDA, RATIFYING AND APPROVING ALL EMERGENCY ORDERS AND ACTIONS TAKEN BY THE MAYOR CONCERNING OR RELATED TO THE COVID-19 EMERGENCY; AUTHORIZING THE MAYOR TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (Susan Trevarthen, Town Attorney)

[CoverPage - Reso 2020-46.pdf](#)

[Reso 2020-46.pdf](#)

[LBTS emergency order for virtual meetings 11.6.20.docx.pdf](#)

18. QUASI JUDICIAL PUBLIC HEARING

19. ADJOURNMENT

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

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

PROCEDURES FOR PUBLIC COMMENTS:

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

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

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

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



Town Commission Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Ken Rubach

Submitting Department: Public Works

Item Type: Presentations

Agenda Section: PRESENTATIONS

Subject Title:

Stormwater Master Plan Update Presentation (Ken Rubach, Public Works)

Recommendation:

N/A



Town Commission Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Thomas Palmer

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

BSO October Report (Captain Thomas Palmer BSO)

Explanation: BSO October 2020 Report

Recommendation:

Accept/Approve

Attachments:

1. BSO October Report



Date: November 3, 2020

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

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

Subject: Monthly Report to Commission – October 2020

PERSONNEL CHANGES: N/A

EMPLOYEES OF THE MONTH: Deputies Kratz, Barrios, Fletcher, and Justice

On October 7, 2020 Deputies Kratz and Barrios were inside a local restaurant when they heard a female screaming. They deduced that a purse had been "snatched" and that the subject had fled in an awaiting get-away vehicle. Both deputies ran after the subject and Deputy Kratz quickly gathered and broadcast accurate Be-On-the-Look-Out (BOLO) information to include subject and vehicle description to other deputies in the area.

Deputies Justice and Fletcher heard the "BOLO" and spotted the subject vehicle traveling in the center turn lane on SR A1A passing other vehicles as it travelled towards Pompano Beach. The deputies were able to get the vehicle stopped, but one of the three (3) occupants bailed out of the vehicle, dropped a purse and ran toward the beach through a condominium. A perimeter was established with the cooperation of both districts and the subject was eventually apprehended after a brief foot pursuit. The suspect was positively identified by the victim and witnesses and the victim's purse and contents including approximately \$1,300.00 were recovered. The remaining two (2) occupants were also taken into custody.

Two (2) of the three (3) subjects provided Detective Mursell with post-Miranda recorded statements.

Exercising his usual tenacity, Deputy Kratz continued investigating the following day. He was able to gather surveillance videos from two (2) restaurants, town owned surveillance cameras and witness supplied photographs clearly proving all three (3) subject's knowledge and involvement in the felonious crime.

This crime was solved due to the quick, professional teamwork of all deputies involved. Multiple criminals were removed from the street and extensive property was recovered. For their efforts and results, I have awarded Deputies Kratz, Barrios, Fletcher and Justice the October Employee of the Month award.

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

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

- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. The patrol bicycles were utilized for a total of 11 ¼ hours this month.
- **All-Terrain Vehicle Patrol:** The ATV / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol is instrumental in marine fisheries regulation enforcement and protection. Deputies used the ATV / Polaris for 199 miles and 30 hours this month.
- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Three (3) individuals were contacted and were involuntarily Baker Acted after displaying signs of mental illness and were a threat to themselves or others. Six (6) individual experiencing homelessness was contacted during the month. One was arrested, two received medical intervention, and three others refused free services.
- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. *See Notable Incidents/Arrests below.*
- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website.
****PLEASE NOTE:** The e-Alert system is being phased out and will be replaced with the Sheriff's new BSO ALERTS. Users must register for the new ALERT system to receive notifications. Citizens can sign up by visiting the Sheriff's website www.sheriff.org and click on BSO ALERTS or I have provided a hyperlink below:
<https://member.everbridge.net/index/892807736729054#/login> **
- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.
- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.
- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Palmer and Lieutenant Wesolowski to provide information to the public via social media. Follow us **@BSOLBTS**.

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

All events cancelled due to COVID-19

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2010-000124
DATE/TIME: 10/07/20 @ 1525 hrs
LOCATION: 101 Commercial Blvd
SUSPECTS: Rodney Eugene Stephens III B/M 05/17/92
Julian Johnson BM 12/23/95
Kathrena Elvariste BF 09/28/94

VEHICLE: 2008 Red Chevy Cobalt 4-door

INCIDENT: Grand Theft (Purse Snatching)

SUMMARY: At approx. 1:30 pm, Deputies Kratz and Barrios were dining at 101 Ocean, when victim was seated at the eastside bar and screamed out. The deputies observed a suspect had just 'snatched her purse,' which was hanging off the back of her bar stool. Deputies immediately gave chase but the suspect entered a red 2008 Chevy Cobalt, which was idling in the alley behind the business. Deputy Kratz was able to obtain tag information and announced the information over the radio to additional BSO units. Deputies Fletcher and Justice were patrolling the northern part of Lauderdale by the Sea and observed the vehicle fleeing at a high rate of speed in the center lane of S Ocean Blvd. A traffic stop was conducted at 1620 S Ocean Blvd during which the driver and one of the passengers remained in the vehicle, while a second male fled eastward on foot. Pompano Beach deputies assisted and the third suspect was successfully taken into custody after a brief foot pursuit and search. Both the victim and witness positively identified Rodney Stephens as the theft suspect.

Det. Mursell later interviewed all three suspects, with driver Julian Johnson admitting to driving the vehicle and waiting after the theft. Kathrena Elvariste admitted to being the vehicle owner (with her father) and a passenger who knew or should have known about the theft. Suspect Stephens refused to cooperate. All three suspects were charged with Grand Theft (purse contained more than \$1200 cash). Stephens was additionally charged with Resisting Arrest w/o Violence. The suspect's vehicle was submitted for confiscation. All property was recovered.

CASE: 13-2009-000176
DATE/TIME: 10/9/20 @ 2333 hrs.
LOCATION: 234 Hibiscus Ave
SUSPECT: Ashley Applebaum (w/f, 12/21/89)
INCIDENT: Possession of Heroin

SUMMARY: While patrolling the neighborhood, Deputy Mirabal observed a purple '08 Toyota parked on private property w/the headlamps illuminated. Applebaum, who was the sole occupant, was asleep w/the vehicle in drive. Suspect heroin was observed in plain view, she was placed under arrest for Possession of FTP Heroin, and transported to the Main Jail

CASE: 13-2009-000177
DATE/TIME: 10/10/20 @ 0033 hrs.
LOCATION: 4456 El Mar Dr.
ARRESTEE(S): Jose Ruiz (w/m, 4/7/00), Maiquin Escobar (w/m, 3/13/02)
VEHICLE: White '12 Ford Truck (FL-Z03HWZ)
INCIDENT: Strong Arm Robbery
SUMMARY: Deputies responded to the report of a robbery on the beach in the 4400 blk. of El Mar Dr. Perimeter established and it was determined that three Latin males had fled northbound on N. Ocean Dr in a vehicle. The victims reported that one Latin male snatched a bag, a fight ensued, and the males fled. Deputies responded immediately to the scene, obtained a vehicle description and verified that the suspect vehicle had travelled north on A1A. Deputies broadcast the suspect vehicle information over the radio and was subsequently located by K-9 Deputy Earnest at Atlantic and Federal Hwy. Two suspects were detained, positively identified, and interviewed by Robbery Detectives Sokol and Rosen. Both charged w/Strong Arm Robbery, and the property recovered. The suspect vehicle was submitted for confiscation.

CASE: 13-2010-000203
DATE/TIME: 10/11/20 0900 hrs.
LOCATION: 4564 El Mar Dr (Washingtonia Ave Beach Portal)
ARRESTEE: George Hegel WM 04/09/62
INCIDENT: Aggravated Battery
SUMMARY: Two individuals experiencing homelessness entered into a verbal argument when it was discovered that the victim had stolen the suspect's belongings a week prior when the suspect was hospitalized for a medical issue. The argument escalated into violence and the suspect struck the victim on the head with a rock. The victim suffered a contusion and a laceration on her head. The suspect was arrested without incident and the victim was treated and released from the hospital. The suspect remains incarcerated as of the date of this report.

CASE: 13-2010-000221 (**7 total thefts from Walgreens in October**)
DATE/TIME: 10/12/20 @ 0930 hrs
LOCATION: 4319 N Ocean Dr. Walgreens
INCIDENT: Retail Theft
SUMMARY: Unknown white male entered the store and picked up a Walgreens shopping basket. He proceeded to fill the basket with over-the-counter medications. He passed all registers and made no attempt to pay for the items. He was observed entering the noted vehicle and fled the scene southbound on N. Ocean Dr. Approx. 30 minutes prior to the theft, the vehicle and tag was caught on the LPR traveling southbound on S. Ocean Blvd. entering LBTS. Shortly after the theft, the same vehicle and tag exited LBTS southbound on N. Ocean Dr. The tag is registered to an address on S.E 10th St. in 1102 zone. Det. Mursell checked the area with negative results. Marsy's law/Victim affidavit signed. Unknown what exactly was taken or dollar amount loss until Inventory is completed.

Lauderdale by the Sea District Detectives met with Walgreens Corporate Security and Administration due to large time delays in reporting, poor inventory control, and other security issues. No common days of the week, or times existed for these offenses. On November 2, a new manager witnessed a theft and immediately reported the incident to BSO. The suspect was arrested and charged with theft. Additional cases remain under investigation.

CASE: 13-2009-000245
DATE/TIME: 10/13/20 @ 1117 hrs
LOCATION: 4220 El Mar Dr
SUSPECT: Daniel J Moscow W/M 2/19/52
INCIDENT: Warrant Arrest/VOP Violation of Restraining Order
SUMMARY: Parole and Probation advised that Mr. Moscow had an active warrant in ref. to a Violation of Probation. He was observed walking at the noted location. He was contacted and placed under-arrest w/o incident and transported to the mail jail, after being medically cleared at BGMC for high blood pressure.

CASE: 13-2010-000351
DATE/TIME: 10/17/20 @ 1236 hrs
LOCATION: 4436 Seagrape Dr
SUSPECT(S): 30's Hispanic male w/straw hat
Unknown male
VEHICLE: White vehicle unknown tag
INCIDENT: Occupied Burglary (Distraction)
SUMMARY: One suspect approached the 50 yoa victim and advised they were installing a fence at an adjacent residence. The suspect asked the victim to accompany him to the back yard to review the property boundaries. A 2nd suspect then entered the residence, via the front door, and asked the 2nd victim (100 yoa) partially blind grandmother, for \$50 to pay for electrical work he was performing. The victim declined and suspect entered the 1st victim's bedroom and removed a Well's Fargo Bank ATM card and \$18 cash. The suspects fled in a possible white vehicle (unknown tag or direction). The ATM was used for \$107.67 charge at an unknown Exxon station, a second charge for \$149.59 was declined. The scene was processed for latent fingerprints. There was an approximate 30 minute time delay. An area canvass determined there were no surveillance cameras in the nearby area. The case is being actively investigated.

CASE: 13-2010-000362
DATE/TIME: 10/18/20 @ 0205 hrs
LOCATION: 2000 Blk of N Ocean Dr
SUSPECT(S): Possible white male
INCIDENT: Robbery by Sudden Snatching
SUMMARY: Victim advised that she was seated at the bus stop located at 2001 S Ocean Blvd in front of the Assumption Catholic Church when unknown suspect removed the purse off her lap and fled on foot. The suspect was last seen on foot south bound from the incident location. Victim advised that her black purse contained a Verizon cell phone, charge card and \$10.00 in U.S. currency. She was unable to give much of a description and she thought it could have been a white male.

CASE: 13-2010-000422
DATE/TIME: 10/20/20 @ 2007 hrs
LOCATION: 1500 Blk Bel Air Ave
SUSPECT(S): Tramail Lanot Kelly (B/M, DOB: 3/2/93)
INCIDENT: Loitering and Prowling and False ID Given to LEO
SUMMARY: While patrolling the Bel Air neighborhood Deputy Suarez was flagged down by a resident and made aware of two subjects walking suspiciously through the Bel Air gated community. Contact was made with one of the suspects who falsely identified himself. He continued to lie about his name and being with anyone else or reasons why he was in the gated community. He finally provided his correct name which proved to have an extensive arrest record for Burglary, Grand Theft Auto and other criminal offenses. The subject was unable to

dispel the Deputy's alarm for the safety of property and/or persons in the gated community. He was arrested and transported to the Broward County Main Jail. The 2nd suspect was located outside of the Bel Air gated community and identified.

CASE: 13-2010-000428

DATE/TIME: 10/20/2020 @ 2015 hours

DATE/TIME REPORTED: 10/21/2020 @ 1146 hours

LOCATION: 5450 North Ocean Blvd, LBS

INCIDENT: Theft bicycle

SUMMARY: Victim reported that they had secured a 26" WOMEN'S, 7 speed, Beach Cruiser, Green in color, black seat (extra wide with cushion) and a bamboo color basket in front, near the carport. The theft occurred on Tuesday 10/20/2020 @ 2015 hours, when an unknown b/m (approximately 6', slim build, short afro, white t-shirt, black shorts with some writing or a logo on one pant leg, dark shoes, defeated the cable and locking mechanism by cutting the cable with bolt cutters and stole the bike. The suspect rode another bicycle to the crime scene and he left that bicycle there. Total loss valued at approximately \$700.00. There was surveillance video of the theft. Investigation is ongoing.

CASE: 13-2010-000580

DATE/TIME: 10/27/2020 @ 1256 hours

LOCATION: 1461 S Ocean Blvd, LBS

INCIDENT: Theft

SUMMARY: The laundry room has 12 coin washers and dryers and on 10/23/2020 board members attempted to collect the money, when it was observed that the majority of the money was missing from 10 of the 12 machines. It was also observed that the video camera in the laundry room was missing. There was no forced entry and 6 people have access to the keys. The video surveillance footage is pending.

CASE: 13-2010-000632

DATE/TIME: 10/29/20 @ 1626 hrs

LOCATION: Washingtonia Ave Beach Portal

SUSPECT: Patrick Damico W/M 8/11/70

INCIDENT: Theft (Bicycle)

SUMMARY: Victim Christofferson's bicycle was stolen from the Washingtonia Portal bike rack on 10/29/20 at 1530 hrs. On 10/30/20, Dep. Koos conducted a follow-up investigation for possible surveillance recordings at the Plunge Hotel, located at 4660 El Mar Dr. He was advised by the manager that the previously stolen bicycle was located at the bike rack on the east side of the Plunge parking lot, and an employee's bicycle was stolen. Plunge surveillance footage revealed the suspect is Patrick Damico, for which probable cause exists from a prior theft. The victim of the Plunge theft did not wish to cooperate or pursue prosecution.

CASE: 13-2010-000645

DATE/TIME: 10/29/2020 1845 to 2000 hrs.

LOCATION: 270 block of Miramar Ave

SUSPECTS: Unknown

INCIDENT: Theft (Bicycle)

SUMMARY: Deputy Wendt responded to 277 Miramar Ave and met with the resident who had her unlocked, blue and yellow "Liv Tempt" brand bike stolen from near her carport during the

night (value \$800.00, unknown serial number). Her bike had a Topeak brand child seat mounted to the back of the frame (value \$200.00). The suspect left a lime green Margaritaville brand bicycle behind. The found bike was processed for latent fingerprints and placed in property. Investigation is ongoing.

MONTHLY ARREST LOGS:

M	Aggravated Battery w/ Deadly Weapon	4564	El Mar Dr
F	Disorderly Intoxication	106	Commercial Blvd
M	Loitering & Prowling/False ID Given to Leo	1500	Bel Air Av
M	Grand Theft \$750 - \$5000	101	Commercial Blvd
M	Grand Theft \$750 - \$5000	101	Commercial Blvd
F	Grand Theft \$750 - \$5000	101	Commercial Blvd
F	Possession of Heroin	234	Hibiscus Av
M	Strong Arm Robbery - No Firearm or Weapon	4456	El Mar Dr
M	Strong Arm Robbery - No Firearm or Weapon	4456	El Mar Dr
M	Touch or Strike/Battery/Domestic Violence	272	Imperial Ln
F	Touch or Strike/Battery/Domestic Violence	1900	S Ocean Blvd
M	Warrant Arrest -Violation of Probation of Injunction for Protection	4200	El Mar Dr

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2019 YTD	2020 YTD
AUTO THEFT	0	0	8	7
BURGLARY-BUSINESS	0	0	1	0
BURGLARY-CONVEYANCE	0	1	18	7
BURGLARY-RESIDENCE	2	2	5	10
BURGLARY-STRUCTURE	0	1	0	1
FORCIBLE SEX	0	0	1	1
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	1	0	2	3
HOMICIDE	0	0	1	0
ROBBERY	2	0	2	3
THEFT-GRAND	4	2	18	15
THEFT-PETIT	11	2	41	45
TOTALS	20	8	98	92

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	32
COP Hours Worked - Month	0
COP Patrol Miles - Month	0
COP Hours Worked - YTD	643
COP Patrol Miles - YTD	1281

COP Bike Patrol Hours - Month	0
COP Bike Patrol Hours - YTD	32

COP Beach Patrol Hours – Month	0
COP Beach Patrol Hours - YTD	112

Due to COVID-19 Captain Palmer stopped all COP patrols on March 12, 2020

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

	Month	2020 YTD
Reserve Deputy - Days Worked	2	68
Reserve Deputy - Hours Worked	16	628.75

MONTHLY STAFFING AND STATISTICAL REPORT:

The October 2020 Monthly Staffing and Statistical Report is attached.



Lauderdale by the Sea Monthly Activity October 2020

Reports/Calls	
Miscellaneous Service	
Event Reports	46
Accidents	17
Calls for Service	689

Traffic	
Types of Citation	
Non-Moving / Moving Citation	27
Parking	0
Warnings	58
Total Citations	85

Arrests	
Type of Arrest	
Felony	7
Misdemeanor	2
NTA	0
Capias/Warrant	1
Traffic	0
NIC (Felony)	2
NIC (Misdemeanor)	0
DV (Felony)	1
DV (Misd.)	1
Total Arrests	14

Time Worked	
Hours Worked	
Bike Patrol	11.25
Court Overtime	6
Training	63
Detached	20
Other Overtime	490.5
Days Worked	31

General	
FI	15
Truant	0
Truant Debriefed	0
Elder Link	0

Narrative
ATV/UTV: 199 Miles / 30 Hours Reserve Deputies worked 2 shifts (16 hrs)



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

October 31, 2020

CURRENT STAFFING ALLOCATIONS

Position	Budgeted Positions	Actual Positions	Vacant Positions
District Chief	1	1	
Executive Lieutenant	1	1	
Sergeant	3	3	
Deputy Sheriff	19	18	1
Community Service Aide	1	1	
Administrative Specialist	1	1	
Clerical Specialist (P/T)	2	1	1
TOTAL	28	26	2

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
Deputy Roberto Colon	11509	L/D	Work Related Injury
Sergeant Peter LaGana	9411	L/D	Medical

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
Detective Glen Genovese	13738	ORF	Adjunct Training	10
Detective Glen Genovese	13739	ORF	Adjunct Training	10
			TOTAL	20



LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS (3 Mile Radius) – OCTOBER, 2020



Still shows on FDLE Website



JOSEPH P MESSIER
12/11/1974

111 Briny Ave.
Apt 1602
Pompano Bch, 33062

SEX OFFENSE,
FEDERAL
(KNOWINGLY
ENTICING A MINOR
VIA COMPUTER TO
ENGAGE IN SEXUAL
ACTIVITY)

(GUILTY/CONVICTED
– 09/19/2003)
Federal, FL



**MICHAEL WALTER
MORALES**
04/22/1974

516 S. Ocean Blvd #1
Pompano Beach 33062

USE OF COMPUTER TO
SOLICIT OR LURE A
CHILD TO ENGAGE IN
SEXUAL CONDUCT F.S.
847.0135(3)(a) (PRINCIPAL)

(GUILTY/CONVICT)
10/24/2014)

Broward, FL



JAMES ORLIN CLARKE
05/14/1980

4109 N Ocean Dr.
LBTS, FL 33308
(Unknown location)

SEX OFFENSE, OTHER STATE
(3RD DEGREE CRIMINAL
SEXUAL CONDUCT-PERSON
13 TO 15)

(GUILTY/CONVICTED –
11/09/1999)

Macomb, MI

2/19/20 CI Sgt. Was advised
3/23/20 Advised by CI unit that
Sex Offender was removed from
4109 N Ocean Dr.

October 27, 2020

Prepared by: Giovanna Anderson



LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS (3 Mile Radius) – OCTOBER, 2020



ANTHONY MANGANARO JR.

11/08/1965

2751 NE 58th St
Fort Lauderdale, FL 33308

SEX OFFENSE, OTHER
STATE (ATTEMPTED
DISSEMINATE INDECENT
MATERIAL TO MINORS
1ST DEGREE)

(GUILTY/CONVICTED –
11/20/2003)

New York, NY



DERWIN JOHN FRAZER

06/26/1957

2901 NE 55th Place
Ft. Lauderdale, FL 33308

SEX OFFENSE, OTHER
STATE (Assault/Battery of
High and Aggravated nature)

(GUILTY/CONVICT –
11/15/2010)

Richland, SC



MICHAEL DAVID SCHMEHL

05/26/1974

4141 Bayview Dr.
Ft. Lauderdale, FL 33308

SEX OFFENSE, OTHER
STATE (SEXUAL
ASSAULT)

(GUILTY/CONVICTED
– 08/26/1998)

Bucks, PA



VINCENT ALBERGO

04/17/1959

3305 NE 16TH PL.
Ft. Lauderdale, FL 33308

LEWD ASLT/SEX BAT
VCTM<16; F.S. 800.04(3)
(PRINCIPAL)

(GUILTY/CONVICTED
– 12/01/1999)

Broward, FL



LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS (3 Mile Radius) – OCTOBER, 2020



**DOMINICK ANTHONY
AMENTO**

04/11/1943

3100 Blk Oakland Park Blvd.
Fort Lauderdale, FL 33308
(Transient)

ABUSE OF CHILD, ENG SEX
PERFM; F.S.

FALSE IMPRISON ANY
OTHER; F.S. 787.02
(PRINCIPAL)

PROV.OBSCENE
MAT.MINOR; F.S. 847.0133
(PRINCIPAL)

(GUILTY/CONVICTED –
09/22/2004

Broward, FL



HUBERT HERNANDEZ

12/06/1960

63rd St and Federal Hwy.
Fort Lauderdale, FL 33306
(Transient)

LEWD OR LASCIVIOUS
EXHIBITION VICTIM
UNDER 16 YEARS OLD
OFFENDER 18 OR OLDER;
F.S. 800.04(7)(C)

(PRINCIPAL) **TIMES 3**

(GUILTY/CONVICTED –
05/22/2002)

Broward, FL



**DAVID RAPHAEL
ROSENRAUCH**

07/26/1971

3100 NE 46th ST.
Fort Lauderdale, FL 33308

PROV.OBSCENE
MAT.MINOR; F.S. 847.0133
(PRINCIPAL)

SEXUAL PERFORMANCE BY
A CHILD(POSSESS PHOTO OR
PICTURE); F.S. 827.071(4)
(PRINCIPAL)

PRODUCE, DIRECT,
PROMOTE SEXUAL
PERFORM. BY CHILD; F.S.
827.071(3) (PRINCIPAL IN
ATTEMPT)

ADJUDICATION WITHHELD
11/12/1996

Lake, FL



**PAUL LAWSON
MACINTOSH EPSTEIN**

05/16/1967

1551 SE 23RD Ave.
Pompano Beach, FL 33062

SEX BAT/INJ NOT
LIKELY; F.S. 794.011(5)

(GUILTY/CONVICTED
1/14/1997)

Broward, FL



ROBERTO BADILLO

10/10/1963

2621 N Ocean Blvd. #27
Fort Lauderdale, FL 33308

SEX BAT/INJ NOT
LIKELY; F.S. 794.011(5)

(GUILTY/CONVICTED
1/31/1994)

Miami-Dade, FL

October 27, 2020

Prepared by: Giovanna Anderson



LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS (3 Mile Radius) – OCTOBER, 2020



ANDREW WALKER HARRIS

08/07/1964

4117 N Ocean Blvd #116
Fort Lauderdale, FL 33308

SEX BAT BY ADULT/VCTM
UNDER 12; F.S. 794.011(2)
(PRINCIPAL IN ATTEMPT)

LEWD, LASCIVIOUS CHILD
U/16; F.S. 800.04 (PRINCIPAL)

(GUILTY/CONVICTED –
10/04/1990)

Broward, FL



JAWARA S. MURRAY

11/06/1970

2115 N Ocean Blvd Apt. 2
Fort Lauderdale, FL 33305

SEX BATT/COERCE
CHILD BY ADULT; F.S.
794.011(2)(b) (PRINCIPAL)

LEWD ASLT/SEX BAT
VCTM<16; F.S. 800.04(3)
(PRINCIPAL)

(GUILTY/CONVICTED –
06/13/1995)

Broward, FL



STEPHEN A FERNANDES

04/04/1950

3333 NE 34th ST.

Fort Lauderdale, FL 33308

SEX OFFENSE, OTHER STATE
(POSSESS/EXCHANGE CHILD IN
A STATE OF NUDITY (2
COUNTS))

(GUILTY/CONVICTED –
11/28/2005)

Broward, FL



DENIS ANTHONY ALVAREZ

10/17/1966

TRANSIENT

Fort Lauderdale, FL 33306

SEX OFFENSE, OTHER STATE
(Endangering the welfare of a child)

(GUILTY/CONVICTED –
09/11/1992)

Bergen, NJ

October 27, 2020

Prepared by: Giovanna Anderson



Town Commission Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Judson Hopping

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

VFD October Report (Chief Judson Hopping, VFD)

Explanation: VFD October 2020 Report

Recommendation:

Accept/Approve

Attachments:

1. VFD October Report



Lauderdale-By-The-Sea Volunteer Fire Department

Overview

During the month of October 2020, the Volunteer Fire Department continued its focus on fire prevention for high-rise buildings and commercial properties. There were thirteen fire inspections, 8 re-inspections and no complaints in the month of October

Responses:

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

- Of the 30 emergency fire calls dispatched, there were 14 fire alarms, 4 motor vehicle accidents/2 marine accidents, 1 utility fire, 1 elevator rescue, 3 possible drownings, and 5 "other" fires.
- There were 82 emergency medical 911 calls for October 2020. The department was dispatched to 8 of those calls, of which, 3 was cleared by the Chief on Duty or Med12. The department provided medical care on 1 of the medical calls until M12/212 arrival and assisted M12/212 on 4 of the medical calls.

Training:

The Volunteer Fire Department had 11 Regular – in-town members, and 17 Associate - out of town members for a total of 28 "active" members.

The fire department resumed training drills in the month of October. There were 6 fire drills, 8 D/E classes, 12 inspections and 3 public safety awareness consisting of the following:

- 136 Hrs - Fire Fighter skills
- 232 Hrs - Driver Engineer Pumping courses instructed by CSFA Instructor
- 100.5 Hrs -Annual Fire/Permit Inspections
- 3 Hrs - Kid Safe "Child Passenger Safety" for the public

A total of 471.5 hours were spent in the month of October on training.

In closing, the Volunteer Fire Department will continue to improve and increase its members training, as required by ISO and established state training curriculums.

Respectfully,

Judson Hopping,
Fire Chief



Town of Lauderdale-By-The-Sea Fire Department Monthly Report October 2020

	Regular In-town	Associate Out of Town
Active Member	11	17
Fire 1 non-certified	2	0
Fire 1 Certified	0	0
Fire II Certified	9	17
CPR/1 st Responder	5	1
EMT-B (FL)	2	12
Paramedic (FL)	4	4

Emergency Calls

Fire/Rescue	30
Total Medical 911 calls	82
Medical calls V.F.D. Not Dispatched	74
Medical calls V.F.D. Dispatched	8
Medical calls Canceled by COD/M12	3
Medical calls V.F.D. Assisted	5

Training +Target Solutions on-line training

471.5+ Total Hrs.

Firefighter Drills	136 Hrs
Annual Fire Inspection/Permit Inspection	100.5 Hrs
Driver Engineer Hydraulic course	232 Hrs
Public Service – Car Seat Awareness	3 Hrs

Station Watch Hours

2,646+ Total Hrs.

Firefighter Station Watch	1,872 Hrs
Ocean Rescue Patrol	30 Hrs
Chief on Duty/Command	744 Hrs

LBTS Volunteer Fire Department - October 2020, Active Roster

Last Name	First Name	LBTS FF No.	Membership	Town Resident	Rank	Fire Cert	EMS Certification	MTD Calls	YTD Calls
Aubrey	Keith	163	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	8	8
Bias	Jonathan	81298	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	7	7
Carlton	Ryan	186384	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	15	15
Clinton	Ryan	177389	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	7	7
Cowles	James	186248	Regular Member	*	Trainee	Trainee	CPR for healthcare provider	23	23
Dwyers	Michael	187475	Regular Member	*	Trainee	Trainee	CPR for healthcare provider	21	21
Edouard	Myriam	708	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	1	1
Garcia	Ali	166036	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	5	5
Garcia	Natasha	178781	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	9	9
Gonzalez	Anthony	177356	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	1	1
Hopping	Judson	054	Regular Member		Fire Chief	Firefighter II - D/E	EMT-B (FL)	7	7
Johnson	Scott	33742	Regular Member		Firefighter	Firefighter II-D/E - Officer I	Paramedic (FL)	19	19
Justice	Heather	182138	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	4
Kane	Mark	155	Associate Member		Captain	Firefighter II-D/E - Officer I	EMT-B (FL)	13	13
Karley	Robert	101	Regular Member	*	Firefighter	Firefighter II - D/E	CPR for healthcare provider	25	25
Leon	Matthew	182330	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	17	17
Louvaris	John	078	Regular Member		Deputy Chief	Firefighter II-D/E - Officer I	CPR for healthcare provider	24	24
Mangin	Andrew	735	Associate Member		Firefighter	Firefighter II - D/E	Paramedic (FL)	4	4
Miklosh	Joseph	7013	Associate Member		Firefighter II	Firefighter II	Paramedic (FL)	0	0
Obsaint	Antoinette	165334	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	5
Paine	Kyle	173	Regular Member		Firefighter	Firefighter II	EMT-B (FL)	5	5
Paine	Riley	704	Regular Member		Battalion Chief	Firefighter II-D/E - Officer I	Paramedic (FL)	15	15
Paine	Stephen	140	Regular Member		Fire Marshal	Firefighter II	CPR for healthcare provider	13	13
Robinson	Ruth	181711	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	1	1
Scott, III	Kenneth	7011	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	2	2
St.Thomas	Jeffrey	176	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	14	14
Sweeting	Quintoro	180167	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	3
Vogel	Richard	130	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	5	5

*Please Note above roster does not reflect "Inactive" Members

Monthly Activity Report -October 2020

Date	Fire/Rescue Calls	Event Description	Start Time	End Time	No. of FF
01-Oct-20	237 Codrington Drive	Utility fire	11:17:00 AM	1:35:00 PM	8
01-Oct-20	6000 North Ocean Blvd.	Fire alarm	3:23:00 PM	3:37:00 PM	8
01-Oct-20	4144 El Mar Drive	Open water drowning; unfounded	7:02:00 PM	7:28:00 PM	6
03-Oct-20	299 Commercial Blvd.	Vehicle accident	9:28:00 PM	10:57:00 PM	5
07-Oct-20	222 Imperial Lane	Other fire - forced entry	10:16:00 PM	10:31:00 PM	6
10-Oct-20	4424 El Mar Drive	Other fire - washdown	7:46:00 PM	8:27:00 PM	5
11-Oct-20	4629 Poinciana Street	Fire alarm	9:00:00 AM		9
13-Oct-20	4140 El Mar Drive	Open water drowning; 2 people on boggie boards no distress	4:33:00 PM	4:50:00 PM	11
13-Oct-20	Commercial/N. Ocean	Accident w/injuries	6:53:00 PM	6:58:00 PM	7
13-Oct-20	1900 S. Ocean Blvd.	Fire alarm	9:00:00 PM	9:13:00 PM	8
13-Oct-20	4425 North Ocean Drive	other fire - service call keys fell in storm drain	11:34:00 PM		5
14-Oct-20	1800 South Ocean Blvd.	Elevator rescue	9:01:00 AM	9:18:00 AM	8
14-Oct-20	1480 South Ocean Blvd.	Fire alarm	9:17:00 AM	9:31:00 AM	8
14-Oct-20	1480 South Ocean Blvd.	Fire alarm	9:45:00 AM	9:54:00 AM	6
16-Oct-20	1717 South Ocean Blvd.	Accident w/injuries	6:53:00 AM	7:28:00 AM	4
17-Oct-20	1439 South Ocean Blvd.	Fire alarm	11:43:00 AM	12:18:00 PM	10
18-Oct-20	5100 North Ocean Blvd.	Marine accident	6:36:00 PM	7:16:00 PM	5
18-Oct-20	5000 North Ocean Drive	Open water accident	8:43:00 PM	8:57:00 PM	4
19-Oct-20	233 Commercial Blvd.	Motor vehicle rollover	12:47:00 PM	1:48:00 PM	10
21-Oct-20	1900 South Ocean Blvd.	Other fire - service call	3:21:00 AM	3:35:00 AM	5
23-Oct-20	1480 South Ocean Blvd.	Fire alarm	1:36:00 AM	1:59:00 AM	7
23-Oct-20	1480 South Ocean Blvd.	Fire alarm	9:26:00 AM	9:41:00 AM	10
23-Oct-20	4318 El Mar Drive	Other fire - hazardous conditions	3:27:00 PM	3:47:00 PM	10
24-Oct-20	4660 El Mar Drive	Drowning; unfounded	8:12:00 AM	9:11:00 AM	12
28-Oct-20	4050 North Ocean Drive	Fire alarm	10:44:00 AM	12:06:00 PM	8
28-Oct-20	4050 North Ocean Drive	Fire alarm	11:00:00 AM	12:06:00 PM	8
28-Oct-20	4316 El Mar Drive	Fire alarm	4:39:00 PM	4:50:00 PM	10
30-Oct-20	1965 South Ocean Blvd.	Fire alarm	1:52:00 AM	2:12:00 AM	5
30-Oct-20	1800 South Ocean Blvd.	Fire alarm	1:11:00 PM	1:32:00 PM	7
31-Oct-20	4220 El Mar Drive	Fire alarm	6:21:00 PM	6:32:00 PM	6

Total Calls 30

Date	1st Responder Calls	Event Description	Start Time	End Time	No. of FF
03-Oct-20	North Ocean Drive	medical, E12 assisted M12	2:00:00 AM	2:20:00 AM	3
04-Oct-20	Pine Avenue	medical, E12 assisted M12	10:11:00 AM	10:19:00 AM	5
07-Oct-20	North Ocean Blvd.	medical, E12 standby @station	11:36:00 AM	12:31:00 PM	5
10-Oct-20	El Mar Drive	medical, E12 provided BLS until M312 arrived for transport	9:24:00 AM	10:07:00 AM	11
20-Oct-20	Seaward Drive	medical, E12 assisted M12	8:15:00 PM	8:29:00 PM	6
23-Oct-20	North Ocean Blvd.	medical, E12 canceled upon arrival	2:29:00 PM	3:27:00 PM	8
26-Oct-20	North Ocean Blvd.	medical, E12 assisted M12	6:24:00 PM	6:27:00 PM	7
27-Oct-20	South Ocean Blvd.	medical, E12 standby at station	10:14:00 PM	10:13:00 PM	6

Total Calls 8

Date	Public Service	Event Description	Start Time	End Time	No. of FF
03-Oct-20	Station 12	Reinstalled a forward facing car seat	9:00:00 AM	10:00:00 AM	1
07-Oct-20	Station 12	Installed a rearfacing car seat	3:00:00 PM	4:00:00 PM	1
19-Oct-20	Station 12	Turned around a rearfacing car seat to forward facing	7:10:00 AM	8:10:00 AM	1
21-Oct-20	Beach	Picked up sick bird on beach & waited for animal rescue	2:00:00 PM	2:30:00 PM	4
28-Oct-20	4328 N. Ocean Drive	Investigated strange odor in apartment complex; wet wall possible mildew from rain	3:10:00 PM	3:35:00 PM	3

Date	Drill/Training	Event Description	Start Time	End Time	No. of FF
03-Oct-20	Station 12	Post Incident Analysis of Hotel fire	9:00:00 AM	11:00:00 AM	5
05-Oct-20	Community Center	FFP 1301 Fire Service Hydraulic course	6:00:00 PM	10:00:00 PM	5
08-Oct-20	Station 12	Ropes system for stokes basket	6:00:00 PM	10:00:00 PM	8
09-Oct-20	1600 S. Ocean Blvd.	Fire Alarm Permit Inspection @Aquazul Condo	10:00:00 AM	3:30:00 PM	6
10-Oct-20	Community Center	FFP 1301 Fire Service Hydraulic course	9:00:00 AM	4:00:00 PM	5
12-Oct-20	Community Center	FFP 1301 Fire Service Hydraulic course	6:00:00 PM	10:00:00 PM	4
13-Oct-20	106 Commercial Blvd.	Pre-planning fire inspection @Vlnny's	3:00:00 PM	3:30:00 PM	4
15-Oct-20	Station 12	Ladder, & RIT	6:00:00 PM	10:00:00 PM	5
16-Oct-20	4510 El Mar Drive	Pre-planning fire inspection @Village by the Sea	10:00:00 AM	11:30:00 AM	4
17-Oct-20	Community Center	FFP 1301 Fire Service Hydraulic course	9:00:00 AM	4:00:00 PM	5
19-Oct-20	Station 12	2 min drill, counted 5" SQ12 400' & put new safety vest in Squirt	6:00:00 PM	10:00:00 PM	2
19-Oct-20	Community Center	FFP 1301 Fire Service Hydraulic course	6:00:00 PM	10:00:00 PM	4
20-Oct-20	4511 El Mar Drive	Pre-planning fire inspection @Village by the Sea	10:00:00 AM	11:30:00 AM	4
21-Oct-20	4445 El Mar Drive	Pre-planning fire inspection @Villas by the Sea	10:00:00 AM	11:00:00 AM	5
22-Oct-20	Station 12	SQ12 ladder & safety rope	6:00:00 PM	10:00:00 PM	5
22-Oct-20	4444/4445 El Mar Drive	Pre-planning fire inspection @Villa by the Sea Condo & Club House	10:00:00 AM	11:30:00 AM	4
23-Oct-20	1600 S. Ocean Blvd.	Fire Alarm Permit Inspection @Aquazul Condo	10:00:00 AM	1:30:00 PM	5
24-Oct-20	Community Center	FFP 1301 Fire Service Hydraulic course	9:00:00 AM	4:00:00 PM	5
26-Oct-20	Community Center	FFP 1301 Fire Service Hydraulic course	6:00:00 PM	10:00:00 PM	5
27-Oct-20	4900 North Ocean Drive	Pre-planning fire inspection @Sea Ranch Condo	10:00:00 AM	12:00:00 PM	5
28-Oct-20	4050 North Ocean Drive	Pre-planning fire inspection @Caribbe Co-Op	10:00:00 AM	12:00:00 PM	5
29-Oct-20	Station 12	FFP 1301 Fire Service Hydraulic - test	6:00:00 PM	10:00:00 PM	5
29-Oct-20	4660 N. Ocean Drive	Pre-planning fire inspection @Plung Hotel	10:00:00 AM	11:30:00 AM	4
30-Oct-20	4660 El Mar Drive	Pre-planning fire inspection @Plung Hotel & Tiki Bar	10:00:00 AM	11:30:00 AM	4
31-Oct-20	Community Center	FFP 1302 Fire Apparatus Operations course	9:00:00 AM	4:00:00 PM	5

Date	Ocean Rescue Patrol	Event Description	Start Time	End Time	No. of FF
02-Oct-20	Beach	Ocean rescue patrol	10:30:00 AM	1:30:00 PM	2
05-Oct-20	Beach	Ocean rescue patrol	10:15:00 AM	5:00:00 PM	2
12-Oct-20	Beach	Ocean rescue patrol	10:15:00 AM	3:30:00 PM	2

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

Unit Response Time 3- Month Average

Oct-20

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	29	36	7	7
Response Time	0:04:57	0:06:01	0:00:00	0:00:00

Total Average Response Time : 4:38

Sep-20

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	41	42	4	5
Response Time	0:04:35	0:05:12	0:00:00	0:00:00

Total Average Response Time : 5:05

Aug-20

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	38	46	4	6
Response Time	0:05:06	0:05:34	0:00:00	0:00:00

Total Average Response Time : 5:04



Town Commission Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Brooke Liddle

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

AMR October Report (Chief Brooke Liddle, AMR)

Explanation: AMR October 2020 Report

Recommendation:

Accept/Approve

Attachments:

1. AMR October Report

Response Date	Address	Dispatched	Enroute	On Scene	Response Time
10/1/2020	4600 blk Poinciana St	12:39:25	12:40:48	12:42:27	00:03:02
10/1/2020	4100 blk El Mar Dr	19:04:10	19:04:31	19:08:17	00:04:07
10/2/2020	200 blk Shore Ct	18:53:58	18:54:03	18:56:52	00:02:54
10/3/2020	5100 blk N Ocean Blvd	08:48:25	08:50:33	08:50:36	00:02:11
10/3/2020	200 blk Commercial Blvd	21:29:48	21:30:11	21:32:51	00:03:03
10/3/2020	4500 blk Poinciana St	22:24:06	22:24:14	22:27:17	00:03:11
10/4/2020	1800 blk S Ocean Blvd	11:57:42	11:58:01	11:58:58	00:01:16
10/4/2020	4600 blk Seagrape Dr	17:33:57	17:34:00	17:36:06	00:02:09
10/4/2020	200 blk Commercial Blvd	22:07:29	22:07:35	22:10:14	00:02:45
10/5/2020	200 blk Harbor Dr	14:08:02	14:09:00	14:11:30	00:03:28
10/6/2020	4900 blk N Ocean Blvd	10:36:12	10:36:22	10:37:53	00:01:41
10/7/2020	5200 blk N Ocean Blvd	11:37:52	11:38:05	11:40:08	00:02:16
10/7/2020	4500 blk N Ocean Dr	16:52:42	16:53:10	16:53:12	00:00:30
10/7/2020	200 blk Bombay Ave	21:08:23	21:08:42	21:12:06	00:03:43
10/8/2020	5400 blk N Ocean Blvd	10:34:23	10:36:26	10:36:32	00:02:09
10/8/2020	200 blk Corsair Ave	18:37:48	18:38:15	18:38:16	00:00:28
10/9/2020	4200 blk Sea Grape Dr	03:26:19	03:26:42	03:30:40	00:04:21
10/9/2020	4500 blk Bougainvillea Dr	11:57:43	11:59:14	11:59:16	00:01:33
10/9/2020	4900 blk Bougainvillea Dr	14:45:16	14:47:58	14:48:04	00:02:48
10/10/2020	4400 blk El Mar Dr	00:35:15	00:35:48	00:37:55	00:02:40
10/10/2020	1500 blk W Terra Mar Dr	09:16:12	09:22:38	09:20:50	00:04:38
10/10/2020	2000 blk Tropic Isle	10:40:32	10:41:13	10:44:24	00:03:52
10/10/2020	2000 blk Waters Edge	17:02:42	17:06:08	17:07:06	00:04:24
10/10/2020	4400 blk El Mar Dr	19:47:16	19:48:51	19:50:19	00:03:03
10/11/2020	4500 blk El Mar Dr	09:24:00	09:24:30	09:24:33	00:00:33
10/11/2020	4300 blk N Ocean Dr	16:21:00	16:21:24	16:22:37	00:01:37
10/11/2020	1500 blk Blue Water Ter N	18:16:58	18:17:11	18:21:51	00:04:53
10/11/2020	4400 blk W Trade Winds Ave	21:03:01	21:03:45	21:07:45	00:04:44
10/12/2020	Pine Ave / N Ocean Dr	09:50:35	09:54:10	09:54:28	00:03:53
10/13/2020	4500 blk Bougainvillea Dr	07:57:17	07:59:24	07:59:26	00:02:09
10/13/2020	4300 blk El Mar Dr	16:28:10	16:30:54	16:31:50	00:03:40
10/14/2020	1800 blk S Ocean Blvd	19:37:52	19:39:50	19:41:29	00:03:37
10/14/2020	1900 blk S Ocean Blvd	20:59:01	20:59:08	21:02:45	00:03:44
10/15/2020	6000 blk N Ocean Blvd	07:02:51	07:04:39	07:05:56	00:03:05
10/15/2020	200 blk Imperial Ln	11:46:34	11:46:34	11:53:08	00:06:34
10/15/2020	5100 blk N Ocean Blvd	12:52:01	12:53:37	12:54:57	00:02:56
10/15/2020	Bougainvillea Dr/Washington Ave	15:11:23	15:13:18	15:14:40	00:03:17
10/15/2020	200 blk Hibiscus Ave	18:47:28	18:49:23	18:53:08	00:05:40
10/15/2020	5000 blk N Ocean Blvd	23:53:05	23:53:23	23:56:14	00:03:09
10/17/2020	4600 blk N Ocean Dr	11:07:21	11:07:50	11:10:29	00:03:08
10/17/2020	4600 blk Poinciana St	21:05:20	21:06:44	21:10:06	00:04:46
10/18/2020	1600 blk S Ocean Blvd	18:09:13	18:11:02	18:13:42	00:04:29
10/18/2020	5100 blk N Ocean Blvd	18:37:56	18:38:15	18:41:19	00:03:23
10/18/2020	4500 blk N Ocean Dr	21:58:57	21:59:07	21:59:10	00:00:13
10/18/2020	1400 blk S Ocean Blvd	23:45:18	23:45:36	23:50:11	00:04:53
10/19/2020	4300 blk Seagrape Dr	11:28:55	11:29:09	11:32:10	00:03:15
10/19/2020	200 blk Commercial Blvd	12:48:59	12:49:15	12:51:30	00:02:31
10/20/2020	Hibiscus Ave / N Ocean Dr	04:37:21	04:38:23	04:40:23	00:03:02
10/20/2020	1800 blk S Ocean Blvd	13:22:41	13:22:52	13:26:12	00:03:31
10/20/2020	1800 blk S Ocean Blvd	21:03:13	21:03:20	21:05:23	00:02:10
10/21/2020	4600 blk Poinciana St	06:42:56	06:46:11	06:47:10	00:04:14
10/21/2020	1800 blk E Terra Mar Dr	17:48:17	17:48:31	17:52:22	00:04:05

10/22/2020	1800 blk S Ocean Blvd	08:50:21	08:50:35	08:53:02	00:02:41
10/22/2020	3200 blk Seaward Dr	09:41:29	09:41:36	09:45:03	00:03:34
10/23/2020	5200 blk N Ocean Blvd	14:31:34	14:31:58	14:34:35	00:03:01
10/23/2020	1400 blk S Ocean Blvd	21:18:27	21:19:28	21:23:56	00:05:29
10/24/2020	4600 blk El Mar Dr	08:30:54	08:33:39	08:34:47	00:03:53
10/24/2020	4600 blk N Ocean Dr	10:04:10	10:05:52	10:07:01	00:02:51
10/24/2020	4300 blk N Ocean Blvd	16:07:12	16:07:24	16:09:19	00:02:07
10/25/2020	200 blk Codrington Dr	10:52:19	10:53:16	10:56:28	00:04:09
10/25/2020	1700 blk S Ocean Blvd	19:00:08	19:00:26	19:05:03	00:04:55
10/26/2020	4300 blk El Mar Dr	17:50:02	17:50:48	17:53:48	00:03:46
10/26/2020	1400 blk S Ocean Blvd	19:41:08	19:41:12	19:45:53	00:04:45
10/26/2020	4400 blk N Ocean Dr	23:27:09	23:29:27	23:29:29	00:02:20
10/27/2020	1400 blk S Ocean Blvd	22:16:03	22:16:37	22:20:14	00:04:11
10/28/2020	4200 blk El Mar Dr	00:40:38	00:41:03	00:44:33	00:03:55
10/28/2020	200 blk Commercial Blvd	16:04:45	16:05:14	16:08:58	00:04:13
10/28/2020	4600 blk Seagrape Dr	16:05:22	16:05:14	16:08:58	00:03:36
10/29/2020	1400 blk S Ocean Blvd	12:51:13	12:52:48	12:54:51	00:03:38
10/30/2020	1400 blk S Ocean Blvd	01:47:28	01:48:12	01:54:26	00:06:58
10/31/2020	4400 blk Poinciana St	11:48:22	11:49:16	11:52:31	00:04:09
10/31/2020	4400 blk Poinciana St	21:32:46	21:33:51	21:36:00	00:03:14
10/31/2020	100 blk Commercial Blvd	22:24:15	22:24:46	22:27:30	00:03:15
	6 min or less = 98%	Average =			0:03:18



Town Commission Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Bill Vance

Submitting Department: Administration

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title:

Town Manager Report (Bill Vance, Town Manager / Neysa Herrera, Assistant to the Town Manager)

Explanation:

El Mar Drive Streetscape Improvements Exhibit

To help residents better visualize the proposed design options for the El Mar Drive Streetscape Project, the Town of Lauderdale-By-The-Sea is creating an outdoor exhibit next week with huge banners that reflect the actual size of the three design proposals. This initiative is sponsored by Mayor Chris Vincent.

The outdoor exhibit will take place on the north side of the El Prado Parking Lot across from Town Hall starting on Tuesday, Nov. 10th. This display will be open to the public until Saturday, Nov. 14th.

Residents will be able to communicate their position on the options via a survey they can access on the Town's website: <https://www.lauderdalebythesea-fl.gov/490/El-Mar-Drive-Streetscape-Exhibit>.

On Tuesday, November 10th from 10:00a.m. - noon and Thursday, November 12th from 2:00p.m. to 4:00p.m. at the exhibit, staff members and EDSA personnel, the Town's El Mar Design consultant, will be available on-site. Attendees can complete a survey while they are there.

The three exhibit renderings show the southbound lane of El Mar, including the actual size of the proposed landscaped medians. Here is a brief description of the three options:

Option 1 calls for converting the road into one lane in each direction. The median would expand from 20 to 22 feet in some areas. In other places, it would be reduced to 16-feet for designated pull off parking spots for service and delivery trucks. This concept includes a 12-foot wide driving lane, 9-foot sidewalk and 6-foot clear zone.

Option 2 also calls for converting the road into one lane in each direction and reducing the median from 20 to 18 feet. This option includes a 10-foot driving lane, 10-foot clear zone and 9-foot-wide sidewalk.

Option 3 calls for maintaining two lanes in each direction while reducing the median to 8 feet. This option includes two 10-foot driving lanes (north and southbound), 8-foot sidewalks and a 6-foot clear zone.

A more detailed explanation of the three options can be found on the project website at lbtselfmar.com.

Pelican Hopper Route Change

The Pelican Hopper began its “COVID/Detour” route on Monday, November 9th, and will continue this route on Monday, Wednesday, and Fridays for COVID safety measures and until after all construction is completed around Terra Mar. The detour takes the route out of the Terra Mar neighborhood and up to Island Shoppes (SE 12th Street) in Pompano, very near the Wyndham and Beachcomber Hotels. This stop also connects with Pompano’s Green Route which goes to Pompano Citi Center, among other destinations. The route to Publix, Holy Cross, and the Galt remains the same.

Finance Department Update

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

The deadline to submit responses to the **Request for Proposal for Auditing and Financial Analysis Services** is November 19th at 2:00pm. Subsequently, the Town’s Audit Committee will review and rank the proposals. The recommended firm will be presented to the Commission at the December 8th Town Commission Meeting.

Municipal Projects

Since October 27th, Public Works Director, Ken Rubach, and his staff have completed the following **attention to detail projects**:

- Trimmed and cleaned flowerbeds at entryway sign at West Tradewinds Avenue and Basin Drive
- Cut back trees to clear “Stop” sign at Fire Department and Washingtonia Avenue
- Repaired pavers on Commercial Boulevard in front of Gelato Store
- Replaced “Children Playing Safely” sign on Imperial Lane
- Painted rusted pay station surfaces in Commercial plazas

Installation of **security cameras** continues throughout Town. Conduit was run for the new antenna on top of Cristelle on October 28th. This work is anticipated to be completed by January 1st.

The **Bocci Ball Courts** at Friedt Park are currently being resurfaced and the wood boards are being replaced. Anticipated completion date November 9th.

The **Fish Bike rack at the southwest corner of Commercial Boulevard and El Mar Drive** has been temporarily removed to be repainted. The Pavilion is scheduled to be painted later this month.

Events Update

Veterans Day (November 11th): Even though the 2020 Veterans Day Event has been canceled, the LBTS Volunteer Fire Department will display an American Flag hanging from a fire truck in front of Town Hall with a banner honoring our veterans, who have served our country.

Shop Small Event: The **LBTS Merchants’ Association** is moving forward with their plans to enhance shopping small on the five Saturdays between Thanksgiving and Christmas.

The Merchants Association is working towards their plan to place fliers in Town businesses' windows, and buck slips at restaurants. Town will organize a paid campaign on our discoverlbts Facebook page (20k+ followers) to a 5 five-mile radius to reach local shoppers, as well as support with a boost campaign of another Facebook post. Town will also send an email to our business list to encourage other business segments to augment their efforts in bringing more foot traffic to town.

The Chamber has also offered support by including an ad in their member newsletter, posting the promotion on their Facebook page, and add to their events calendar.

Sandwich signs will be at the entrances of plazas, banners above their doors, and feather flags in front of their businesses to promote "Shop Small -Shop LBTS" throughout their campaign. On Saturdays, they plan to have 6' tables (with at least the 8' walkway space required) outside of their businesses with decorative and sales items.

Christmas "Drive By" The Sea: While our Annual Holiday event may be canceled for 2020, the children who celebrated the holiday traditions at the Christmas-By-The-Sea event will still be waiting for Santa to bring joy to their season. Therefore, with the help of the LBTS Volunteer Fire Department and LBTS Broward Sheriff's office, Santa is still saving the first Wednesday, December 2nd, to visit our Town. Mr. and Ms. Clause have accepted the VFD's invitation to host them atop our traditional decked out firetruck in a spirited "*drive by*" event through the neighborhoods of LBTS, beginning at 6 PM.

A map of Santa's route will be provided, so kids know when and where to go to get a good look and drop off their wish lists to his elves who will be with him that night. The Town will do a grass roots outreach with signs in LBTS neighborhoods along the route, so families can plan ahead before they hear the beep of a siren or a Holiday song playing from the firetruck.

Santa and his team look forward to bringing a bit of joy to LBTS on his reimagined annual visit to LBTS, and we hope everyone will be outside to celebrate with our 2020 Christmas "Drive By" The Sea this year!

Save the date and be on the lookout for more details coming soon at discoverlbts.com on the Events page.

Recommendation:

N/A

Attachments:

1. Current Contracts

Red - Expired Contracts - no further action

Yellow - Renewable or in the process of being renewed

	A	B	C	D	F
1	CONTRACT #	Vendor	DESCRIPTION	COMMISSION APPROVAL	TERM
2	AG-1999-10	MULLIGAN'S RESTAURANT d/b/a Beach Restaurant, Inc.	PARKING AGREEMENT (10-26-99); Amendment (04-02-2013)	10/26/1999; First Amendment 04/02/2013; 2nd Amendment 7-27-18	AS RENEWED; 30 DAYS NOTICE REQUIRED
3	AG-2010-10	Broward County	Broward County Transportation Department	Maintenance of Bus Shelters Agreement	4/13/2010 Amendment #1 Commission approved 10-22-19 agreement can be terminated with 30 day written notice
4	AG-2011-23	School Board of Broward County	2nd Amendment Interlocal Agreement for Public School Facility Planning		Shall Continue Until Terminated
5	AG-2011-24	Sapoznik Insurance & Associates Inc.	Agreement for Insurance Services - Piggyback of the North Miami Agreement	N/A	Original agreement expires 1/31/2014 - (PiggybackCity of North Miami) shall have the option to renew the agreement for five (5) additional one (1) year renewal intervals. 1st renewal option has been exercised; expires 1/31/2015 - 4 renewals remaining; 2nd renewal option has been exercised; expires 1/31/2016 - 3 renewals remaining; 3rd renewal option has been exercised expires 1/31/2017 - 4th renewal option has been exercised expires 1/31/2018 1 renewals remaining 5th & last renewal option exercised.
6	2012				
7	AG-2012-09	Waste Pro (formally Choice Environmental)	Restated Agreement - Solid Waste, Bulk Waste, and Recycling Collection - (See AG 2011-79 & Amendments AG2009-27 AG201109)	Restated Agmt - 3-27-12 1st Amendment 1-13-15 2015 Restated Agmt 11-24-15 2017 Restated Agmt 5-18-17	1st renewal 3/27/2012 - 6/21/12 THRU 11/30/15 - Option to renew for three (3) additional terms of three (3) to five (5) years each term Extension expires May 17, 2017. 2nd renewal commences May 18, 2017 and ends November 30, 2021 3rd renewal TBD
8	AG-2012-22	Ambit Advertising and Public Relations	Marketing, Advertising and Graphic Design; Work Authorization (No # used) for Strategic Marketing Plan for \$7,000 Work Authorization #2 \$64,500 to develop and conduct surveys and research of LBTS concerning visitors to LBTS and develop a 5 year Strategic Marketing Plan focusing on tourism and retail markets. Work Authorization #3 \$30,000 prepare and implement a Strategic Marketing Plan for the Town Work Authorization #4 \$37,200 Media buying, creative design, community relations, partnerships Work Authorization #5 \$34,048 Strategic Marketing Media Buy FY17 Work Authorization #6 Implementation of	6/12/2012 WA #3 6/9/15 WA #4 10/13/15 WA #5 1/10/17 WA #6 2/28/17	Effective 8/29/2012 - may be renewed by Town for two (2) one-year extensions. First one (1) year extension option has been exercised; Second one (1) year extension option has been exercised
9	AG-2012-25	Sire Technologies	Webcasting & Agenda Management Services - PO#10147 \$7,980	07/10/12	year and 120 days from date of this agreement is executed by the last of the parties to execute (11/25/13). Upon expiration of the initial term of the agreement, it shall be deemed renewed with the same
10	AG-2012-37	Broward County - ILA	GoSolar Building Permit-Related Services to be Performed by the Broward County Permitting, Licensing & Consumer Protection Division of the Environmental Protection & Growth Management Dept		- May be terminated by either party w/90 written notice
11	2013				
12	AG-2013-06	Benihani, Inc	License Agreement; First Amendment		
13	AG-2013-14	Calvin, Giordano & Associates, Inc.	Agreement for Code Compliance Sys	41331	Eff 3-1-13 thru 9-30-17
14	AG-2013-16	Nana's Original Stromboli / Kenneth James Ventura	Commercial Lease Agreement	41331	Eff 3-1-13 thru 2-28-18 Term extension one additional five year term expiring 2-27-2023
15	AG-2013-27	Aquamarine of Pompano Beach Condo Association	Right of Entry Agreement - 1395 S. Ocean Blvd. installation, operation & maintenance of camera	N/A	Initial term commenced May 23, 2013 and ended September 30, 2015, but automatically renewed till September 30, 2016. (Automatically renews for one year periods commencing each October 1, unless either party gives written notice of termination to the other within 60 days of the end of the initial or any renewal period.)

	A	B	C	D	F
16	AG-2013-28	Perry Keese	Right of Entry Agreement - 275 Commercial Blvd. installation, operation & maintenance of camera	N/A	Initial term commenced May 23, 2013 and ended September 30, 2015, but automatically renewed till September 30, 2016. (Automatically renews for one year periods commencing each October 1, unless either party gives written notice of termination to the other within 60 days of the end of the initial or any renewal period.)
17	AG-2013-34	Emerald Tower Association, Inc.	Right of Entry Agreement - 1401 S. Ocean Blvd.	N/A	Initial term commenced May 23, 2013 and ended September 30, 2015, but automatically renewed till September 30, 2016. (Automatically renews for one year periods commencing each October 1, unless either party gives written notice of termination to the other within 60 days of the end of the initial or any renewal period.)
18	AG-2013-46	Barry Miske (FountainHead)	Right of Entry Agreement - 3900 N. Ocean Drive installation, operation & maintenance of camera	N/A	Initial term commenced May 23, 2013 and ended September 30, 2015, but automatically renewed till September 30, 2016. (Automatically renews for one year periods commencing each October 1, unless either party gives written notice of termination to the other within 60 days of the end of the initial or any renewal period.)
19	AG-2013-57	Plantation Farmer's Market Co-Op, LLC DBA Community Farmer's Markets of South Florida	Farmers' Market License Agreement (for El Prado Park)	09/24/13	Commences 10/1/2013 and expires 9/30/2015 2nd amendment to license agreement commences 10/1/2015 and ending September 30, 2017
20	AG-2013-62	Broward County	Participation in the Consolidated Regional E-911 Communications System	09/10/13	Commences 10-01-2013 and expires on 09-30-2018
21	AG-2013-63	Broward County	Regional Interlocal Agreement for Cooperative Participation in a Regional Public Safety Intranet	09/24/13	Commences on 10-07-2013 and expires 5 years from this date
22	AG-2013-64	Top of the Mile South	Right of Entry Agreement - 3909 N. Ocean Blvd. #116	N/A	Initial term commenced May 23, 2013 and ended September 30, 2015, but automatically renewed till September 30, 2016 . (Automatically renews for one year periods commencing each October 1, unless either party gives written notice of termination to the other within 60 days of the end of the initial or any renewal period.)
23	AG-2013-65	Crowder Gulf	Agreement for Emergency Debris Management Services	06/11/13	Commences 06-11-2013 and expires 01-10-2014. May be renewed by the Town Manager each year thru 01-10-2017 Contract renewal expires 1-11-18
24	2014				
25	AG 2014-09	Broward County	Interlocal agreement for building code services to be performed by the Broward County building permitting and environmental licensing division of the environmental protection and growth management department	N/A	This agreement shall be effective upon execution by the COUNTY and shall continue in full force and effect until the last certificate of occupancy is issued for permit numbers 07-5230 through 07-5246
26	AG-2014-17	Zambelli Fireworks Mfg. Co.	The contractor (Zambelli Fireworks Mfg. Co.) shall furnish all of the materials, tools, supplies, equipment, vehicles and labor necessary to accomplish the fireworks spectacular display, including proper set up and post display clean up, as specifically described in contract documents	4/22/2014 1st Ext Expires 12/31/2018	This agreement is for the 2014, 2015, and 2016 July 4th fireworks performances. This agreement shall commence on the effective date 5-2-2014 and shall continue thereafter until 12-31-2016, unless otherwise amended or terminated as set forth in this agreement. (Renewal Term)The Town shall have the option to renew this agreement for two (2) additional periods of one year each. 1st renewal option exercised expires 12-31-17
27	AG-2014-18	Sunshine Cleaning Systems, Inc.	The Contractor shall furnish all of the materials, tools, supplies, equipment, vehicles, and labor necessary to accomplish the pressure washing services, including proper set up and clean up as specifically described in Contract Documents	4/22/2014 6-12-17 1st Ext (5-16-17 - 5-16-18)	Effective date 5-16-14 and shall continue for a period of three (3) years expires 5-16-17 with the option to renew for two (2) additional years of one year each, there will be no more extensions beyond the renewal terms. Contractor must be notified of renewal in writing 60 days prior to expiration or any renewal term

	A	B	C	D	F
28	AG-2014-23	Flynn Engineering Services, P.A.	Town Engineer Services Agreement	5/13/2014	Expires May 31, 2017 Option to renew this agreement for two (2) additional periods of one (1) year each. Each renewal term shall be up the same terms, covenants and conditions as set forth in contract docs, except that there will be no further privilege of extension for the Term is this agreement beyond the Renewal Terms referred to above. The Town may exercise its right to an extension by notifying the Engineer in writing of its election to exercise its option to renew no later than sixty (60) days prior to the
29	AG 2014-26	Sun Recycling LLC & Sun Bergeron Solid Waste Services	Solid Waste Disposal and Recyclable Processing Services	06/11/13	The effective date of contract is 6-11-14. Prior to execution of contract the contractor provided services to the Town on a month to month basis which commenced on 7-3-13. Therefore commencement date is 7-3-13. The term of the contract she be for a five (5) year period beginning on the commencement date 7-3-13 and terminating 7-2-18. At the option of the Town and with concurrence of the Contractor, this contract may be renewed for two (2) additional five (5) year terms under the same terms and conditions as the initial term, including amendments, subject to the Town's purchasing requirements and approval by the Town Commission. 1st renewal expires 7-2-23
30	AG 2014-27	International Sweeping, Inc. d/b/a Facilities Pro Sweep	The Contractor shall furnish all of the materials, tools, supplies, equipment, vehicles and labor necessary to accomplish pressure washing services, including proper set up and clean up, as specifically described in the Contract documents	05/27/14	This agreement shall commence on the Effective Date 7-1-14 and shall continue thereafter for a period of three (3) years expires 7-1-17. The Town shall have the option to renew this Agreement for two (2) additional periods of one (1) year each & shall be upon the same terms, covenants & conditions, there will no further extension beyond renewal term. Town may exercise extension by notifying Contractor in writing no later than sixty (60) days prior to expiration of term or
31	AG 2014-29	Imperial Electrical, Inc.	Electrical Maintenance Services Agreement	06/24/14	This agreement shall commence on the Effective Date 7-17-14 and shall continue thereafter for a period of three (3) years expires 7-17-17. The Town shall have the option to renew this Agreement for two (2) additional periods of one (1) year each & shall be upon the same terms and conditions as set forth in the contract documents. The Town may exercise its right to an extension by notifying contractor in writing no later than (60) days prior to expiration of term
32	AG 2014-32	All Florida Tree and Landscaping	Tree Trimming Services Agreement	7/21/2014 6/15/17 - Ext 1 (8/7/17 - 8/7/18)	Commencement date 8/7/14 and shall continue thereafter for a three (3) year period (8/7/17). The Town shall have the option to renew this agreement for two (2) additional period of one (1) year each upon the same terms, covenants an conditions. There shall be no further renewal privilege beyond renewal term.
33	AG 2014-34	Safeware, Inc.	Agreement for the purchase, installation, operation, and maintenance of an Automatic License Plate Recognition (ALPR) system		The work shall be substantially performed on or before the 63rd day after the date this contract was fully executed(7-28-14) and fully performed on or before the 84th day of after the date of contract execution, provided that Town has set the poles and run electrical service to the System camera and processor locations in accordance with Contractor's specifications provided in Section 6 within 14 days of the execution of contract. The term of the contract shall continue until completion of the work and approval of the work by the Town, unless terminated earlier in accordance with the terms hereof.
34	AG 2014-36	Weiss Serota Helfman Pastoriza Cole & Boniske	Town Attorney Services (Change in pricing)	08/19/14	Can be terminated by Commission at any time without cause.

	A	B	C	D	F
35	AG 2014-37	Temptrol Air Conditioning, Inc.	The CONTRACTOR shall furnish all of the materials, tools, supplies, equipment, vehicles and labor necessary to accomplish the air conditioning maintenance services, including proper set up and clean up, as specifically described in the Contract Documents.	08/19/14	The agreement shall commence on the Effective Date (Sept. 22, 2014) and shall continue thereafter for a three (3) year period (Sept 22 2017), unless otherwise amended or terminated. The Town shall have the option to renew this agreement for two (2) additional periods of one (1) year each. Each renewal term shall be upon the same terms except there will be no extension beyond the renewal term. Notices of extension shall be provided not later than sixty (60) days prior to the expiration of the Term. 1 ext expires (Sept 22 2018)
36	AG 2014-38	TeleVac South, Inc	The CONTRACTOR shall furnish all of the materials, tools, supplies, equipment, vehicles and labor necessary to accomplish the Sanitary Sewer/Storm Drain Maintenance and Repair, including proper set up and clean up, as specifically described in Contract Documents	09/09/14	The agreement shall commence on the Effective Date (Sept. 29, 2014) and shall continue thereafter for a three (3) year period (Sept. 29, 2017) unless otherwise amended or terminated as set forth in this agreement. The Town shall have the option to renew this agreement for two (2) additional periods of one (1) year each. Each Renewal term shall be upon the same terms except there will be no extension beyond the renewal terms. Notices of extension shall be provided not later than sixty (60) days prior to the expiration of the term, or any renewal term.
37	AG 2014-41	CompuPay Time	Payroll services	N/A	This Agreement shall remain in effect until either party gives the other ninety (90) days written notice.
38	AG 2014-42	Broward County Transportation Department	Community Bus Service (Please see AG 2009-26, AG 2012-14 & AG 2013-42)	09/23/14	The Agreement shall begin on the date it is fully executed (9/30/14) and shall end on (9/30/2017) the term may be extended for up to two (2) additional one (1) year renewal periods upon written approval of the contract administrator ninety (90) days prior to expiration date of current term. Extension #1 for an additional one year period from October 1, 2017 - September 30, 2018 Extension #2 expires Sept 30, 2019
39	AG 2014-43	Nova Southeastern University	Staghorn Coral Reef - Installation of outplanted corals		The Installation shall be substantially performed on or before Sept. 30, 2016 and fully performed on or before April 1, 2017. If Contractor will not be able to meet either of these deadlines, Contractor must notify Town at least thirty (3) days prior to the relevant deadline to negotiate an alternative deadline with the Town. The term of this Contract is for the greater of: five (5) years from the date of Contract execution (10-28-14), or until completion of the Work and approval by Town, unless terminated earlier in accordance with the terms hereof.
40	AG 2014-45	WD Thompson dba Beach Raker	Beach Cleaning Services	10/14/14	This Agreement shall commence on the Effective Date (11-19-14) and shall continue for a period of three (3) years (11-9-17) unless otherwise amended or terminated. The town shall have the option to renew this agreement for two (2) additional periods of one (1) year each. Said notice of extension shall be provided not later than sixty (60) days prior to expiration
41	AG 2014-47	Calvin Giorgano & Associates, Inc.	The Contractor shall provide planning services to the Town for Work Authorizations as approved from time to time by either the Town Commission or Town Manager	11/18/14	The agreement shall commence on the date this instrument is fully executed (11/20/14) by all parties and shall continue in full force an effect for three (3) years (11/20/17) unless & until terminated. This agreement may be renewed by Town for two (2) one-year extensions. Each work authorization shall specify the period of service agreed to by the Town and Contractor for services rendered under said work authorization 1st extension expires 9/31/18

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42	AG 2014-48	Linda Strutt Consulting, Inc.	The Contractor shall provide planning services to the Town for Work Authorizations as approved from time to time by either the Town Commission or Town Manager Work Authorization #1 - Evaluation of the Town's Adopted Comprehensive Plan and Associated Comprehensive Plan Amendments \$30,000 Work Authorization #2 - Site Plan Review and General Planning Services \$14,500	11/18/2014 WA #1 - 1/13/15 WA #2 - \$15,000	The agreement shall commence on the date this instrument is fully executed (11/20/14) by all parties and shall continue in full force and effect for three (3) years (11/20/17) unless & until terminated. This agreement may be renewed by Town for two (2) one-year extensions. Each work authorization shall specify the period of service agreed to by the Town and Contractor for services rendered under said work authorization
43	AG 2014-49	Mellgren Planning Group	The Contractor shall provide planning services to the Town for Work Authorizations as approved from time to time by either the Town Commission or Town Manager Work Authorization #1 - Code Amendments related to Marina and Marina Uses \$3,225 Work Authorization #2 Roof Top Research \$1,016 Work Authorization #3 Consolidate Ord 2017-11 into Town's current land development regulations \$15,000	11/18/2014 N/A - WA# 1 - \$3,225 N/A - WA# 2 - \$1,016 8-15-17 - WA#3 - \$15,000	The agreement shall commence on the date this instrument is fully executed (11/20/14) by all parties and shall continue in full force and effect for three (3) years (11/20/17) unless & until terminated. This agreement may be renewed by Town for two (2) one-year extensions. Each work authorization shall specify the period of service agreed to by the Town and Contractor for services rendered under said work authorization
44	AG 2014-50	Broward County	Temporary Access Agreement for the Shore Protection Project Segment II		
45	AG 2014-51	JC Consulting Enterprises	The Contractor shall provide planning services to the Town for Work Authorizations as approved from time to time by either the Town Commission or Town Manager Work Authorization #1 - Evaluation of the Town's Adopted Comprehensive Plan and Associated Comprehensive Plan Amendments \$30,000 Work Authorization #2 Draft code and Annexed Area \$9,750	11/18/2014 WA #1 - 1/13/15 WA #2 - 5/12/15	The agreement shall commence on the date this instrument is fully executed (12/2/14) by all parties and shall continue in full force and effect for three (3) years (12/2/17) unless & until terminated. This agreement may be renewed by Town for two (2) one-year extensions. Each work authorization shall specify the period of service agreed to by the Town and Contractor for services rendered under said work authorization
46	AG 2014-52	Anthony Abbate Architects, P.A.	Provide professional architectural services with respect to Town Projects. Work Authorization #1 - LBTS Public Restroom Design \$8,505 Work Authorization #2 LBTS Public Restrooms Tasks 2-5 \$39,940 Work Authorization #3 El Mar Restroom Construction \$8,500	WA #1 2-9-2014 WA #2 4-28-15 WA #3 4-26-16	The Agreement shall commence on the date this instrument is fully executed (12-9-14) and in effect for 3 years (12-9-17) unless and until terminated. The agreement may be renewed for two (2) one (1) year extensions. Each Work Authorization shall specify the period of service agreed to by the Town and Contractor for services rendered Work Authorization #1 - All required services will be completed on or before February 25, 2015
47	2015				
48	AG 2015-01	American Underwater Contractors, Inc.	The Contractor shall furnish all of the materials, tools, supplies, equipment, vehicles and labor necessary to accomplish the Buoy Maintenance Services, including proper installation and maintenance	12/09/14	This agreement shall commence on effective date (2-5-15) and shall continue thereafter for a three (3) year period (2-5-18). The Town shall have the option to renew this agreement for two (2) additional periods of one (1) year each. Town may exercise its right to an extension of the Term in writing of its election. Notice shall be given no less than sixty (60) days prior to the expiration of the term
49	AG 2015-03	Republic Parking System, Inc.	Provide overall management of all Town parking assets, including by not limited to parking enforcement, citation management, complaint resolution, coordination on parking matters with local businesses, and event parking planning. In addition provide parking data, analysis, and recommendations on rates, expansion of parking spaces and other parking matters.	04/14/15	The term of this agreement is five (5) years, which shall begin on May 1, 2015, and shall extend until April 30, 2020 unless this agreement is terminated earlier in accordance with the terms of this agreement. The option to renew this agreement for two (2) periods of one-year each. Notice shall be provided no later than ninety (90) days prior to expiration of the term or may renewal term. Extension expires April 29 2021 2nd extension expires April 28, 2022
50	AG 2015-06	Pay By Phone	Pay by Phone Services	05/12/15	Three (3) consecutive years expires June 4, 2018 Upon the expiration of the initial three year term of this agreement, the Town Manager shall have the option to extend this agreement for two additional consecutive one year renewal terms

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51	AG 2015-10	Broward County ILA - Temporary Debris Management Sites	Use of Temporary Debris Management Sites and other related services (for debris generated in Broward County in the aftermath of a natural or man-made disaster)	05/12/15	The agreement shall commence on the date it is fully executed by both parties and shall terminate on November 30, 2017 This agreement may be unilaterally terminated by either party, with or without cause provided that fourteen (14) days written notice of such termination is given to the other party
52	AG 2015-12	Witt O'Brien's LLC - New address 1201 15th Street NW Ste 600 Washington, DC 20002 - 2200 Eller Drive Ft. Lauderdale, FL 33316	Disaster Recovery Management Services	07/14/15	Term of this agreement commences upon full execution (July 27, 2015) and continues for a five (5) year term as specified in the contract. (July 27, 2020) Extension expires (Oct. 24, 2020)
53	AG 2015-14	Grau & Associates	Auditing & Financial Services -The Town's Fiscal year is from Oct. 1 through Sept. 30. The audit field work should be substantially completed no later than January 20th of each fiscal year and the financial statements and the final signed report shall be delivered to the Town by Feb. 15th of each	08/11/15	The term of this agreement shall begin on the date it is fully executed by both parties and shall remain in effect until July 30, 2020
54	AG 2015-16	Bien-Aime Inc.	Operation of Senior Community Center	09/08/15	Commence October 1, 2015 through September 30, 2018
55	AG 2015-17	Flamingo East, LLC	Parking Lot Lease	09/08/15	Expires September 7, 2035. The Licensee shall have the option to renew this agreement for two periods of ten (10) years each with sixty (60) days prior notice.
56	AG 2015-18	Mile High Holiday	Installation of Holiday Lighting per specifications in ITB 15-07-01	09/08/15	All holiday lighting to in installed by November 18th. Lighting to be removed the 2nd week of January. Two years (Expires with two (1) year extensions
57	AG 2015-19	AMR	Emergency Medical Services Agreement	09/08/15	The term of this agreement shall be for five (5) years from October 1, 2015 thru September 30, 2020 (5) year renewal term renewed until September 30, 2025
58	AG 2015-21	Village Grille Sushi Bar	Installation & maintenance of webcam	N/A	This agreement shall be effective upon execution 12/4/15 and shall continue for a five year period unless terminated by either party according to the terms set forth 12-4-20 The parties may renew this agreement for successive five year term upon mutual written agreement
59	AG 2015-22	Pitney Bowes	Mailing System	N/A	Expires 9/30/2020
60	AG 2015-24	Florida Development Group	Parking Lot Agreement - 4108 and 4110 El Mar Drive	11/10/15	Effective 11-10-15 and can be terminated by either party no less than 180 days prior written notice
61	AG 2015-25	GiaSpace	IT Support Services		Expires 1-31-21
62	AG 2015-28	Broward County	Coastal Dune Planting (Sea Oats)		The agreement may be terminated for cause by action of the Board or by Grantee upon thirty (30)days written notice by the party that elected to terminate or for convenience by action of the Board upon, not less than, ten (10) days written notice by the Grant Program Administrator.
63	2016				
64	AG 2016-01	Downtown Ft. Laud. Transportation Mgmt Assoc., Inc	Sun Trolley Services	Originally approved 10-13-15 Revised agreement approved 3-29-16	This agreement if for an initial one year period, beginning December 1, 2015. The Town may renew this Agreement for three (3) annual one year renewal periods on the same terms and conditions with the exception of pricing provided that the parties agree in writing on pricing for each subsequent year of service at least 60 days prior to expiration of the then current term. Each party shall have the option of terminating this agreement for convenience upon ninety (90) days advance written notice.

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65	AG 2016-03	Bud Bentley	Town Manager Agreement	04/26/16	This Agreement shall have a term of three (3) years commencing on April 26, 2016 and ending on April 25, 2019 unless earlier terminated or amended
66	AG 2016-04	Broward Metropolitan Planning Organization (MPO)	Third Amenment - Resolution 2015-27	07/28/15	
68	AG 2016-09	Thomas Ansbro, Esq	Special Magistrate	06/14/16	This agreement shall take effect on October 1, 2016 and shall be effective until terminated by the Town. The agreement may be terminated by either party at will upon thirty (30) calendar days' written notice.
69	AG 2016-10	Broward County	Transportation System and Infrastructure Surtaxes ILA	06/28/16	This agreement shall remain in full force and effect untill all Surtax Proceeds received pursuant hereto have been expended and thereafter until ninety (90) days after the Oversight Board has completed its review of each party's final external audit. In the event both Ballot Measures are not approved by majority vote on November 8, 2016 this agreement shall be null and void <i>ab initio</i>
70	AG 2016-11	Lanzo Trenchless Technology	Sanitary Sewer Maintenance Services (Piggyback - Hollywood)	06/14/16	The contractor agrees to provide sanitary sewer maintenance services on the same applicable terms and in the samem anner as set forth in the Contract
71	AG 2016-12	Florida Atlantic University	Research Agreement	05/24/16	The project covered by this agreement extends for a period beginning on August 22, 2016 and continuing through March 1, 2017. The Project may be extended for additiohnal periods of time under terms mutually agreed upon in writing in a duly executed amendment to this agreement
72	AG 2016-13	Chamber of Commerce	Operate Welcome Center Funding agreement	09/12/16	Beginning October 1, 2016 ending September 30, 2017
73	AG 2016-15	Volunteer Fire Department (VFD)	Fire Protection and Fire Prevention Services - VFD	09/26/16	The initial term of this agreement shall be five (5) years, commencing on October 1, 2016 and ending on September 30, 2021. Upon the mutual consent of both parties, this agreement may be renewed for one, three (3) year term, commencing on October 1, 2021 expiring September 30, 2024
74	AG 2016-16	BSO	Police Service	09/26/16	Effective date 10-1-16 expiring 9-30-21 Renewable for one (1) five (5) year term upon the Town and BSO agreeing to such renewal
75	AG 2016-17	Limousines of South Florida, Inc.	Pelican Hopper Transportation Services	11/15/16	The term of this agreement shall become effective upon complete execution by both parties (11-15-16) and shall remain in effect for a term of two (2) years (11-15-18). The term of the agreement may be renewed for up to two (2) additional one (1) year periods upon mutual written agreement by the parties, at the same per hour cost and maximum annual cost as specified. The Town has the right to exercise its option to renew this agreement but is under no obligation to extend or renew it after its expiration date.
76	AG 2016-18	Hamilton Valet Services	Valey Parking Agreement		The term of this agreement shall commence upon execution hereof and shall remain in effect until March 31, 2017 unless terminated as described herein or extended by additional written agreement between the Town the the Licensee
77	2017				
78	AG 2017-01	Florida Development Group Sout LLC (FDG)	Parking License Agreement		This agreement shall commence on January 3, 2017 and shall continue until terminated . The agreement may be terminated and the License revoked for any reason whatsoever by either Licensor or Licensee by providing the other party with not less than thirty days prior written notice, provided no termination of this agreement shall be effective prior to March 31, 2017

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79	AG 2017-02	Tropical Sun Design	Agreement for Webmaster, Graphic Design, and Social Media Implementation Services		This agreement is for month-to-month services for the Fiscal Year 2016-2017, which starts October 1, 2016 and ends on September 30, 2018.
80	AG 2017-03	Carnahan Proctor & Cross	Continuing Services Agreement to provide professional engineering and surveying and mapping services for the Town on an as needed basis	2/14/2017	This agreement shall commence on March 15, 2017 and shall continue in full force and effect until March 15, 2022, unless terminated earlier. At the Town's option, this agreement may be renewed for two successive one-year renewal terms under the same terms and conditions if mutually agreed
81	AG 2017-04	Flynn Engineering Services, P.A.	Continuing Services Agreement to provide Professional engineering services for the Town on an as needed basis	2/14/2017 WA #1 8/16/17 \$11,424	This agreement shall commence on March 15, 2017 and shall continue in full force and effect until March 15, 2022, unless terminated earlier. At the Town's option, this agreement may be renewed for two successive one-year renewal terms under the same terms and conditions if mutually agreed
82	AG 2017-05	Baxter & Woodman (Mathews Consult	Continuing Services Agreement to provide Professional engineering, surveying and mapping, and traffic engineering services for the Town on an as needed basis	2/14/2017 WA #1 5/9/17 \$88,310 WA #3 \$6,000 WA #2 \$14847 WA #5 \$8,537 WA #6 \$1,205 WA #4 6-11-19 \$97,985 WA #7 1-28-20 \$14,980 WA #8 1-28-20 \$44,216 WA #9 \$7,421 WA #11 \$3,226	This agreement shall commence on March 15, 2017 and shall continue in full force and effect until March 15, 2022, unless terminated earlier. At the Town's option, this agreement may be renewed for two successive one-year renewal terms under the same terms and conditions if mutually agreed
83	AG 2017-06	Miller Legg	Continuing Services Agreement to provide professional architecture, landscape architecture, engineering, services for the Town on an as needed basis	2/14/2017 WA #1 6/13/17 \$99,965	This agreement shall commence on March 15, 2017 and shall continue in full force and effect until March 15, 2022, unless terminated earlier. At the Town's option, this agreement may be renewed for two successive one-year renewal terms under the same terms and conditions if mutually agreed
84	AG 2017-07	Stantec	Continuing Services Agreement to provide professional architecture, landscape architecture, engineering, and traffic engineering services for the Town on an as needed basis	2/14/2017	This agreement shall commence on March 15, 2017 and shall continue in full force and effect until March 15, 2022, unless terminated earlier. At the Town's option, this agreement may be renewed for two successive one-year renewal terms under the same terms and conditions if mutually agreed
85	AG 2017-08	Via Planning, Inc.	Continuing Services Agreement to provide professional traffic engineering services for the Town on an as needed basis	2/14/2017 WA #1 4/28/17 \$3,000 WA #2 \$5,000 WA #3 \$3,000	This agreement shall commence on March 15, 2017 and shall continue in full force and effect until March 15, 2022, unless terminated earlier. At the Town's option, this agreement may be renewed for two successive one-year renewal terms under the same terms and conditions if mutually agreed
86	AG 2017-09	Sun Talk LLC	Satellite Airtime Agreement	N/A	Effective Date 1-9-17 expires 1-9-20
87	AG 2017-10	Task Time Services	Consulting Services	N/A	Term October 1, 2016 thru September 30, 2017
88	AG 2017-11	Marty Kiar Broward County Property Appraiser	Non-Ad Valorem Assessment	N/A	This Agreement shall automatically terminate at the end of the Property Appraiser's term of office
89	AG 2017-12	Architectural Alliance	Continuing Services Agreement to provide professional landscape architectural services for the Town on an as needed basis	3/14/2017 WA #1 - 6/27/17 - \$16,280 WA #2 - 1/29/18 - \$1,940 WA #3 - N/A - \$2,850	This agreement shall commence on March 28, 2017 and shall continue in full force and effect until March 29, 2022, unless terminated earlier. At the Town's option, this agreement may be renewed for two successive one-year renewal terms under the same terms and conditions if mutually agreed
90	AG 2017-13	Cartaya	Continuing Services Agreement to provide professional architectural services for the Town on an as needed basis	3/14/2017	This agreement shall commence on March 28, 2017 and shall continue in full force and effect until March 29, 2022, unless terminated earlier. At the Town's option, this agreement may be renewed for two successive one-year renewal terms under the same terms and conditions if mutually agreed
91	AG 2017-14	CPZ Architect, Inc.	Continuing Services Agreement to provide professional architectural services for the Town	3/14/2017	This agreement shall commence on March 28, 2017 and shall continue in full force and effect until March 29, 2022, unless terminated earlier. At the Town's option, this agreement may be renewed for two successive one-year renewal terms under the same terms and conditions if mutually agreed

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92	AG 2017-15	Hansen & Associates	Continuing Services Agreement to provide professional architectural services for the Town on an as needed basis	3/14/2017 WA #1 - 7/11/17 - \$5,000	This agreement shall commence on March 28, 2017 and shall continue in full force and effect until March 29, 2022, unless terminated earlier. At the Town's option, this agreement may be renewed for two successive one-year renewal terms under the same terms and conditions if mutually agreed
93	AG 2017-16	Keith & Schnars	Continuing Services Agreement to provide professional engineering, landscaping architecture, and survey and mapping services for the Town on an as needed basis.	3/14/2017	This agreement shall commence on March 28, 2017 and shall continue in full force and effect until March 29, 2022, unless terminated earlier. At the Town's option, this agreement may be renewed for two successive one-year renewal terms under the same terms and conditions if mutually agreed
94	AG 2017-17	R. J. Behar	Continuing Service Agreement to provide professional engineering services for the Town on an as needed basis	3/14/2017	This agreement shall commence on May 2 2017 and shall continue in full force and effect until May 2, 2022, unless terminated earlier. At the Town's option, this agreement may be renewed for two successive one-year renewal terms under the same terms and conditions if mutually agreed
95	AG 2017-18	Avirom & Associates	Continuing Service Agreement to provide professional surveying and mapping services for the Town on an as needed basis	3/14/2017	This agreement shall commence on May 2 2017 and shall continue in full force and effect until May 2, 2022, unless terminated earlier. At the Town's option, this agreement may be renewed for two successive one-year renewal terms under the same terms and conditions if mutually agreed
96	AG 2017-19	Bitner Goodman, Inc. d/b/a Bitner Gourp	Consulting Services	N/A	This agreement is for (6) months from date of execution (3-28-17) The Town Manager may renew this agreement at his sole discretion for six (6) months
97	AG 2017-20	Sharon Ragoonan	Consulting Services - Independent contractor, at its own cost and expense, shall perform services of an administrative nature to include, researching, writing reports, and drafting	N/A	This agreement is effective on the date April 5, 2017 and terminates September 29, 2017
98	AG 2017-21	Prototype	Transcription Services		Use of property for Town Fireworks Display
99	AG 2017-22	Above It All Video LLC	Consulting Services		June 29th through September 30, 2018
100	AG 2017-23	8 Shades of Blue	Consulting Services		July 10th through September 30, 2020
101	AG 2017-24	Arbor Tree & Land, Inc.	Demolition Services	7/25/2017	
102	AG 2017-25	C.A.P Government, Inc.	Building Plans Review and Inspection Services	8/15/2017	Begin August 27, 2017 and shall terminate on September 30, 2020. Extended until September 30, 2021
103	AG 2017-26	Standford Construction			
104	AG 2017-27	Ericks Consulting	Lobbyist Services	9/5/2017	Begins September 29, 2017 expires September 29, 2018 can be renewed for 12 months on the same terms and conditions. Renewal option commencing on October 30, 2020 and expiring October 29, 2021
105	AG 2017-28	Green Scene Consulting	Recycling Coordinator		
106	AG 2017-29	Task Time Services	organize & supervise plan room		
107	AG 2017-30	Danny Carter Dance Moves	Dancing By The Sea		November 12th and 19th December 3rd and 10th January 14th and 28th February 11th and 25th March 11th and 25th April 8th and 22nd May 13th and 27th
108	AG 2017-31	FDG Central	2017 Town Firework display		
109	AG 2017-32	Plantation Farmer's Market Co-Op, LLC DBA Community Farmer's Markets of South Florida	Farmers' Market License Agreement		10/1/17 - 9/30/19 Addendum #1 Expiration 9/30/21
110	AG 2017-33	Ft.Lauderdale ILA	Hurricane/Disaster Debris removal & Disposal ILA with Ft. Lauderdale		10/1/17 - 9/30/18
111	AG 2017-34	Tropical Sun Design			7/4/2017 - Cancelled
112	AG 2017-35	Jodi McMahon-Bergman	Consulting agreement		expires December 16, 2017
113	AG 2017-36	Chamber of Commerce	Management of the Visitor Center's Operations	9/14/2020	Expiring September 2021
114	2018				
115	AG 2018-01	Mathews Consultings	Palm Club Sanitary Sewers	2/13/2018	2/27/18 and shall remain in full effect until one year after the final completion of construction of the project or final payment is made to consultant
116	AG 2018-02	International Waterfront Consultants	To perform a review of the marina site plan and conditional use application to provide technical advice	N/A	2/26/18 and ends on 2/28/19. The Town Manager may renew at his sole discretion for up to 1 year.

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117	AG 2018-03	DPZ Partners	Evaluation of the design of the FDOT El Mar Greenway Project	N/A	1/31/18 - 1/31/20
118	AG 2018-04	Malamed/Marchand	provide yoga instruction in LBTS	N/A	1/9/18 - 5/10/18
119	AG 2018-05	Connie Hoffmann	Provide human relations consulting services	N/A	1/23/18 - 1/23/19
120	AG 2018-06	Conceptual Communications	"On Demand" webmaster, social medial, implementation, and graphic design services	N/A	2/2/18 - 2/2/2019 renewal option - 1 additional year
121	AG 2018-07	Conceptual Communications	create 3 year strategic marketing Plan	6/9/2018 6/9/18 - WA #1 - \$23,375 10/22/19 - WA #3 - \$39,500 10-13-20 WA#5 - \$40,500	3/6/18 - 120 days
122	AG 2018-08	Video Patrolling Services	Camera Installation / Maintenance	2/27/2018	Maintenance for three (3) years. The term shall begin on the date the equipment is installed. Maintenance shall automatically renewals unless the town provides notice 90 days
123	AG 2018-09	All on Stage Productions			
124	AG 2018-10	State Contracting	Construction Manager at Risk	WA #1 \$10,708 WA #2 \$ 3,892 WA #3 \$522,928 7-10-18 WA #4 \$655,955 7-10-18	Initial contract term will be for three (3) years expiring 4-12-21. The Town reserves the right to extend the contract in one year increments for up to a total contract term, including extensions of five (5) years.
125	AG 2018-11	Republic First National Corp (Environmental Products Group, Inc.)	Sweeper Repurchase Agreement		
126	AG 2018-12	Volunteer Fire Department (VFD)	Memorandum of Understanding 4th of July 2018	N/A	
127	AG 2018-13	CivicPlus	Website Redesign Services	N/A	This agreement is for four (4) years from dte of execution 4-26-18 expiring 4-25-22 the Town Manager may renew this agreement in his sole discretion for a one (1) year term by providing contractor sixty (60) days' written notice prior to expiration
128	AG 2018-14	Man-Con	Construction Manager at Risk	WA # 1 \$1,014,387.39	Expires April 20, 2021 - 3 year term with the right to extend the contract in one-year increments for up to a total of contract term, including extensions, of five (5) years on the same term and conditions.
129	AG 2018-15	Comcast Business	Police Cameras		24 months
130	AG 2018-16	FDG Central	2018 License Agreement July 4th Firework Display (Property Use)		
131	AG 2018-17	DEW HR Right	Consultant Services		5/21/2018 - 9/30/19
132	AG 2018-18	Sabatini Investments, LLC	Payment in Lieu of Parking (PILOP)		
133	AG 2018-19	American Underwater Contractors, Inc.	Buoy Maintenance		Agreement shall commence on the effective date 7-3-18 and shall continue thereafter until 3 years 7-2-21. renewal option is for two (2) additional periods of one year each. Town may exercise right to extension by notifying contractor in writing of its election to exercise its option to renew this agreement no later than sixty (60) days prior to expiration
134	AG 2018-20	Crowder Gulf	Disaster Debris removal		7/4/18 - 7/12/20
135	AG 2018-21	Bel Air Residents Civic Association	Neighborhood Improvement and Maintenance Agreement	6/12/2018	\$15,365 1. Updated Entry Signs at both entrances 2. Landscaping & Landscaping Lighting Improvements
136	AG 2018-22	Terra Mar Civic Association	Neighborhood Improvement and Maintenance Agreement	6/12/2018	\$4,590 1. LED lighted gate arms 2. Solar lights for 28 neighborhood street signs
137	AG 2018-23	Municode	Professional Serives agreement - Code of Ordinances		January 1, 2018 through December 31, 2021. Thereafter, these services shall be automatically renewed from year to year, with each party reserving the right to cancel or change this agreement with sixty (60) days written notice
138	AG 2018-24	Broward County	2018 Amendment to Interlocal Agreement Providing for Division and Distribution of the proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance		

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139	AG 2018-25	Broward County	2018 Amendment to Interlocal Agreement providing for Division and Distribution of the proceeds from the Broward County Fifth cent additional local option gas tax on Motor Fuel for Transit		
140	AG 2018-26	Broward County	Grant Funds to finance trees and park improvements within the Anglin Courtyard at Friedt Family Park		The term of this agreement shall be effective for one (1) year commencing on 6-5-18. Renewal option is for one (1) additional six months. The renewal term shall be exercised by Town sending written notice to the county at least thirty (30) calendar days before expiration
141	AG 2018-27	Gloria Wetherington	PILOP		
142	AG 2018-28	Video Patrolling Services, Inc.	Wireless camera network services installation and maintenance		9-27-18 -Contractor shall provide the services for equipment at a location designated by the Town. Installation services shall be completed within 30 days of the Town's issuance of a Notice to Proceed. Contractor shall perform Maintenance for a term of three (3) years. The term shall begin on the date of which equipment was installed in a manner acceptable to the Town. Maintenance shall automatically be automatically renewed for automatic one (1) year renewals, unless Town provides notice of 90 days prior to the end of the automatic renewal
143	AG 2018-29	Waste Pro	Solid Waste Disposal and Recyclable Processing Services	9/12/2018	9/12/18 - 12/31/18
144	AG 2018-30	City of Pompano	Interlocal & License Agreement for Renovation and Use of the Terra Mar Bridge	7/24/2018	License shall continue from day to day commencing on the date of execution 9-17-18 hereof by all parties for thirty (30) years from initial date of issuance of bonds or until terminated by written agreements of all parties 9-16-2048
145	AG 2018-31	Nova Southeastern University	Installation of Public Works Project: Staghorn Coral Reef		
146	AG 2018-32	Jodi McMahon-Bergman	Consulting Services		Expired December 18, 2018
147	AG 2018-33	Wens Holding, LLC (Eastward Strand)	License Agreement (Parking)	10/9/2018	This agreement shall continue until terminated by either party with at least one hundred and eighty (180) days written notice
148	AG 2018-34	EL Mar Greenway LPA	Transportation locally funded agreement	10/9/2018	
149	AG 2018-35	Foster & Foster, Inc.	Actuarial Services Agreement		This agreement is deemed to continue indefinitely or until such time that either party terminates this agreement with at least 30 days written notice
150	AG 2018-36	Tropical Sun Design	Webmaster, Graphic design & social media implementation		
151	AG 2018-37	Transvalue	Service Agreement - Coin Pick up		Commences 1-3-19 three (3) renewal options 9-1-19 - 8-31-20; 9-1-20 - 8-31-21; 9-1-21 - 8-31-22
152	AG 2018-38	Vicki Eckels (formerly Green Scene Consulting)	Consultant Services (Recycling)	9/12/2018	Expires September 30, 2021 renewal two (2) one (1) year options by providing ninety (90) written notice
153	AG 2018-39	Broward County	Debris monitor		Expires November 30, 2022
154	AG 2018-40	American Express	Participation Agreement		
155	AG 2018-41	Danny Carter Dance Moves			
156	AG 2018-42	Broward County	Transportation System Surtax Interlocal Agreement		This agreement shall remain full effect until all Transportation Surtax proceeds received by any party pursuant hereto have been expended and thereafter until (90) days after the Oversight Board has completed its review of each applicable party's final audit
157	AG 2018-43	Malamed/Marchand	Yoga instruction in LBTS		January 8, 2019 - April 26,
158	AG 2018-44	Waste Connections of Florida, Inc	Solid Waste Disposal Services	11/13/2018	Commences on 12-6-18 Expires 12-6-23 renewal three successive three (3) year term City & Contractor shall meet to discuss renewal terms not less than 12 months prior to expiration of current term.
159	AG 2018-45	C.A.P Government, Inc.	Claim for Indemnification		
160	2019				
161	AG 2019-01	Marina-By-The-Sea, LLC	Partition Submerged Land Agreement	1/8/2019	Closing date no later than February 28, 2019
162	AG 2019-02	Conceptual Communications	Continuing Services		1/16/19 - 1/16/2020
163	AG 2019-03	Florida Animal Removal	Iguana and Non-native lizard removal service		2/1/19 - 1/31/22
164	AG 2019-04	Granicus	Video Streaming & Agenda Mgmt Svcs.	1/22/2019	1/31/19 - 1/31/23
165	AG 2019-05	Bill Vance	Town Manager Agreement		Expires 2/9/22
166	AG 2019-06	Savant Media Group	Webmaster Services and Consulting		3/7/19 - 9/30/19

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167	AG 2019-07	Waste Management Inc. of Florida	Recycling Services Agreement		7/3/18 - 7/3/23
168	AG 2019-08	Zambelli Fireworks Mfg. Co.	Fireworks Display		2019, 2020, 2021
169	AG 2019-09	The Urban Beekeepers Apiary Supply & Mgmt Company	License Agreement (Apiary on Town Property)		Effective March 27, 2020 expires March 26, 2023 with up to three (3) renewal terms of one (1) year each.
170	AG 2019-10	Federally Funded Subaward & Grant Agreement	FEMA Public Assistance		Expires upon completion of financial audit
171	AG 2019-11	Limousines of South Florida, Inc.	Agreement for Transportation - (Piggyback Lauderdale Lakes)	4/23/2019	Commence 4-26-19 term expire 4-26-21 with three (3) one (1) renewal options renewal must be requested atleast 10 days prior to expiration
172	AG 2019-12	Memorandum of Understanding	LBTS VFD is being retained to provide the event planning and coordination of the 2019 July 4th Celebration		July 4th celebraton cancelled
173	AG 2019-13	ADT	Security Services		5/7/19 expires 5/7/22 autorenew for successive one (1) renewal terms unless terminated atleast 30 days before the renewal date
174	AG 2019-14	ArchiveSocial, Inc.	Social Media Archiving	4/9/2019	Expires 4-8-21 with two (2) additional one (1) year year renewal options
175	AG 2019-15	Ober Settlement Agreement & Release		6/11/2019	
176	AG 2019-16	FDG Central, LLC	2019 July 4th Fireworks Display		7-3-19 - Noon 7-5-19
177	AG 2019-17	Bel Air Maintenance (BAM)	East Commercial Pressure Washing Services		5/29/19 - 5/29/22 two (2) one (1) year renewal options
178	AG 2019-18	Esilo	Data Storage Service		Renews Automatically annually on 7/20
179	AG 2019-19	Sapoznik Insurance & Associates Inc.	Insurance Services		6-25-19 five (5) years with five (5) additional one (1) year extensions
180	AG 2019-20	Enterprise Fleet Management	Fleet car rental	7/23/2019	The term of this agreement for each vehicle begins on the date such vehicle is delivered to lesse and unless terminated earlier in accordance with the terms of this agreement, continued for the least term
181	AG 2019-21	Cristelle Condo Association	Right of Entry Agreement	N/A	Expires 9-30-21 automatically renews for one year periods commencing each October 1
182	AG 2019-22	City of Fort Lauderdale ILA	Hurricane/Disaster Debris removal & Disposal ILA with Ft. Lauderdale		Effective 9-1-18 Shall Continue Until Terminated by either party. 30 Day written notice required.
183	AG 2019-23	AT&T	Internet service		Expires upon completion of service
184	AG 2019-24	Flynn Engineering Services, P.A.	Town Engineer Services Agreement		Expires August 28, 2002 renewal option of two (2) additional one (1) year each
185	AG 2019-25	Simple Method LLC	Independent Contractor Services		Expires September 30, 2020 renewal option two (2) additional periods of one (1) year each 1st renewal option exercised renewal expires September 30, 2021
186	AG 2019-26	Broward County ILA - Community Shuttle Services	Community Bus Service		Expires September 30, 2022 may be extended for up to two (2) additional one year (1) year renewal periods
187	AG 2019-27	City of Pompano Beach ILA	Hurricane/Disaster Debris removal & Disposal ILA with Pompano Beach		Effective September 26, 2019 and shall remain in effect for a period of five (5) years, Expires September 25, 2024 with one five (5) year renewal period Extension requires written notice not less than ninety (90) days prior to the last day of the term
188	AG 2019-28	Danny Carter Dance Moves	Dancing By The Sea		Nov 10, Dec 8 & 22, Jan 12 & 26, Feb 9 & 23, Mar 8 & 22, Apr 26 May 10 & 24
189	AG 2019-29	Ericks Consulting	Lobbyist Services	10/22/2019	Executed 10-31-19 one year (1) term from date of execution Town Manager may renew at sole discretion for optional one year on the same terms and conditions,except that compensation shall be mutually agreed to by the parties providing consultants thirty days notice prior to the expiration of the current term Agreement extended until October 29, 2021
190	AG 2019-30	Mathews Consultings	Palm Club Sanitary Sewer Design	11/12/2019	Executed 11-15-19 and shall continue in full force and effect until one year after the final completion of construction of the Project or final payment is made to contractor unless terminated warlier pursuant to this agreement

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191	AG 2019-31	Kilowatt Electric Company	Electrical Maintenance Services Agreement	11/12/2019	Expires January 16, 2021 renewal option two (2) additional two (2) year terms based on contractors acceptable level of performance and subject to funding approved by the Commission
192	AG 2019-32	Linda Strutt Consulting, Inc.	Planning services	10/22/2019	Expires 11-21-2022 with two (2) additional one (1) year renewal options
193	AG 2019-33	Jodi McMahon-Bergman	CBTS consultant		expires 12-16-19
194	AG 2019-34	All on Stage Productions	Sound, Light & Staging for CBTS		Expires October 24, 2021
195	AG 2019-35	Calvin, Giordano & Associates, Inc.	Planning services	10/22/2019	Expires 11-21-2022 with two (2) additional one (1) year renewal options
196	AG 2019-36	TeleVac South, Inc.	Sanitary Sewer Maintenance Services	12/10/2019	Executed 12-10-19 expires 12-10-22 with two (2) additional periods of one (1) year periods
197	AG 2019-37	Video Patrolling Services	Design and install additional wireless cameras to the network	11/12/2019	Expiration upon completion of services
198	AG 2019-38	Allied Universal Event Services	Event Management		Expires 12/4/2020 - renewing
199	AG 2019-39	Wantman Group, Inc. (WGI)	Planning services	12/10/2019	Expires 12/20/23 with two (2) additional one (1) year renewal option
200	AG 2019-40	Beach Raker, LLC	Beach Cleaning Services		Expires January 21, 2023 with two (2) optional one (1) year renewal terms
201	AG 2019-41	Calvin Giordano & Associates	Code Compliance Services		Expires December 30, 2022 renewal option two (2) additional one (1) year terms May be terminated with sixty (60) days written notice.
202	2020				
203	AG 2020-01	Desman & Associates	Parking Planning Services		Expires upon successful completion of services. May be terminated at any time with 30 calendar days written notice
204	AG 2020-02	Moffatt & Nichol	Environmental Consulting Services		Expires upon successful completion of services. May be terminated at any time with 30 calendar days written notice
205	AG 2020-03	FDOT	Perpetual Easement		
206	AG 2020-04	Synalovski Romanik Saye, LLC	Needs Assessment on the Public Service Facility		Expires upon successful completion of services. May be terminated at any time with 30 calendar days written notice
207	AG 2020-05	Kilowatt Electric Company	Electrical Maintenance		Expires January 16, 2021 renewal option: 2 additional 2 year terms
208	AG 2020-06	Sitara Corporation	Professional Services / Technical Support		Expires March 8, 2021. May be extended by the Town for a maximum of three (3) one (1) year each term
209	AG 2020-07	Crowder Gulf	Piggyback - City of Pompano Beach		This contract shall be for a period of (55) months, commencing on the date of award and terminating fifty five (55) months from that date. The contract may be extended for up to five (5) upon written request.
210	AG 2020-08	The Chappell Group, Inc.	Canal Dredging Study		Expires upon successful completion of services. May be terminated at any time with 30 calendar days written notice
211	AG 2020-09	PMG Associates, Inc.	Building Permit Fee Study		Expires September 12, 2020 with an option for one (1) additional six (6) month extension with approval from the Town Manager
212	AG 2020-10	NUMBER NOT USED			
213	AG 2020-11	Mainguy Landscape Services	Tree Trimming Services Agreement		Expires May 3, 2023 with two (2) additional one (1) year renewal options
214	AG 2020-12	HRCC	Job Description		Expires upon successful completion of services.
215	AG 2020-13	FDG South	Settlement Agreement		
216	AG 2020-14	Broward County	Temporary work easement for the purpose of Beach Re-nourishment		Shall expire upon the completion of the construction of the project.
217	AG 2020-15	EDSA	El Mar Design Project		Expires one year after final completion of construction project or final payment is made. Agreement can be terminated by either party five (5) calendar day written notice. At the sole discretion of the Town Manager, the agreement may be extended for a period of up to ninety (90) days beyond the specified expiration date.
218	AG 2020-16	Andy Massari	Multimedia Design Services		Agreement is for month-to-month services for a term commencing on June 5, 2020 and ending on June 4, 2021, with the option to renew for two (2) additional years.
219	AG 2020-17	Armilio Bien-Aime	Senior Center Programming	9/27/2020	Expires August 16, 2023 The Town may terminate the agreement for convenience with 30 Calendar days written notice, agreement may be terminated by either party upon 7 calendar days' written notice
220	AG 2020-18	Broward County	ILA - COVID-19 Emergency Order Enforcement	9/27/2020	Expires December 31, 2020
221	AG 2020-19	Gug Underwater Agreement	Drone shots, underwater shots, diving shots		shall be in effect until the successful completion of services outlined

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222	AG 2020-20	FDOT Local Funding Agreement	Locally Funded agreement with the Florida Department of Transportation for roadway enhancements on A1A from Pine Avenue to Sunset Lane in conjunction with the FDOT resurfacing project.	10/13/2020	Payment within 30 days of agreement execution
223	AG 2020-21	Witt O'Brien's LLC - New address 1201 15th Street NW Ste 600 Washington, DC 2002 - 2200 Eller Drive Ft. Lauderdale, FL 33316	Piggyback - City of Pompano Beach	10/13/2020	The term of this agreement shall be a five year term commencing on effective date of agreement expires October of 13, 2025. This agreement is not subject to renewal.
224	AG 2020-22	Broward County CARES Act Agmt	Sub-Award Agreement between the County and LBTS for CARES Act funding	10/13/2020	Expires December 2020
225	AG 2020-23				
226	AG 2020-24				
227	AG 2020-25				
228	AG 2020-26				
229	AG 2020-27				
230	AG 2020-28				
231	AG 2020-29				
232	AG 2020-30				
233	AG 2020-31				



Town Commission Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Tedra Allen

Submitting Department: Administration

Item Type: Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title:

October 13, 2020 Ethics Training Minutes

October 13, 2020 Town Commission Meeting Minutes (Tedra Allen, Town Clerk)

Explanation:

October 13, 2020 Commission Ethics Training Minutes

October 13, 2020 Town Commission Meeting Minutes

Recommendation:

Approve/Accept

Attachments:

1. October 13, 2020 Commission Ethics Training Minutes
2. October 13, 2020 Town Commission Meeting Minutes

**MEETING MINUTES
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
SPECIAL MEETING MINUTES
TUESDAY, OCTOBER 13, 2020, 4:00 P.M.
VIRTUAL MEETING**

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 4:00 p.m. Also present were Vice Mayor Alfred “Buz” Oldaker, Commissioner Edmund Malkoon, Commissioner Randy Strauss, Commissioner Elliot Sokolow, Town Attorney Susan Trevarthen, and Assistant Town Attorney Robert Meyers

2. VIRTUAL INTERACTIVE ETHICS TRAINING FOR TOWN COMMISSION

Town Attorney Susan Trevarthen advised that today's session would address the Broward County Code of Ethics, including recent amendments, as well as State gift law requirements, social media and public meetings/records, the Town Code of Ethics, and recent opinions and interpretations of the Broward County Code of Ethics. Another ethics training session is scheduled two weeks from today.

Assistant Town Attorney Meyers addressed the Broward County Ethics Ordinance, which was amended twice in 2020: once in relation to campaign contribution fundraising, and once in relation to charitable solicitation fundraising. The amendments address what an elected official should do if another candidate asks for an endorsement, as well as what to do if s/he serves on a host committee. If an individual takes either of these actions, s/he must file a disclosure form within 15 days of the earliest indication of support. The disclosure remains in effect until the conclusion of the election or two years after the date of disclosure. If an official endorses a candidate and does not sign an endorsement card, the disclosure requirement is unnecessary.

Town Attorney Trevarthen advised that a Commissioner may always ask one of the Town Attorneys for a formal safe harbor opinion, which is a written opinion that provides immunity from issues related to the Broward County Code of Ethics. While a safe harbor opinion cannot be issued with respect to State law, it would prevent an individual from being criminally prosecuted, as it demonstrates a lack of criminal intent.

If an elected official speaks at a campaign event and does not receive or ask for a campaign contribution, no disclosure is required. Disclosures must be filed within 15 days each time the official solicits funds for another candidate. The location and date of

the event must be identified. If a contribution is received to pass on to the other candidate, the official must identify both that candidate and the amount of the contribution. Officials may not use Town Staff or resources in the solicitation or receipt of campaign contributions. It is a crime to solicit or accept a campaign contribution in a Town-owned building, whether or not that building is open at the time.

Regarding charitable fundraising, the first amendment to County Code allows for private capacity solicitations, which means an official in his/her private capacity can solicit funds, goods, or services on behalf of any charitable organization, nonprofit entity, or individual. The official may not represent the solicitation as being done on behalf of the Town or with the Town's approval or endorsement. Town resources or Staff may not be used. The official may use his/her title. These solicitations must be disclosed.

There is also a section of County Code that permits officials to engage in official capacity solicitations, which allows them to solicit funds, goods, or services for charitable causes, individuals in need, or educational/humanitarian/nonprofit entities, so long as there is no *quid pro quo* or special consideration between parties.

The following activities are exempt from the disclosure requirement:

- Social media posts where the primary purpose of the page is not to promote an event or cause
- Email correspondence directed at groups of 50 or more individuals
- GoFundMe or other online fundraising campaigns
- Newsletters identifying or referring to a charitable cause or event, unless the primary purpose of the newsletter is fundraising
- General statements at a public meeting that refer to an event or cause

Officials are allowed to use in-kind services if they engage in official solicitations. This means they may get assistance from direct reports, or use email/telephone or other resources that do not require the affirmative expenditure of public funds. An official is permitted to send an official solicitation from his/her Town email address, or make phone calls from a Town phone, as long as these do not require the expenditure of extra money.

Officials are not allowed to use Town resources or staff if the purpose is to solicit for specific private individuals or for-profit entities without first securing an opinion from the Town Attorney(s) stating that the solicitation serves a public purpose. The County Ordinance requires an opinion stating it would serve a public purpose for the official to engage in these types of solicitations. The official must complete and submit a

disclosure form within 15 days of the solicitation unless one of the aforementioned exemptions applies.

Assistant Town Attorney Meyers stated that there are concerns regarding a number of provisions in the County Code. This may include definition of an individual “in need.” No opinions have been issued on either County Code amendment thus far. The Attorneys may issue a general guidance opinion to the entire Commission to assist in the Commissioners’ interpretation of a given amendment.

If an official is part of a fundraising committee or serves on the board of directors of a 501(c) organization, s/he is not required to file a disclosure form each time a solicitation is made; however, s/he must file one disclosure form, which will remain in effect for two years from the date of the initial disclosure. Solicitation on behalf of a nonprofit by which the official is employed is not a violation.

Mayor Vincent asked if the amendments were implemented because issues of this nature have arisen. Assistant Town Attorney Meyers replied that the Office of the Inspector General (OIG) had issues with how the Ordinance was drafted; in addition, some County Commissioners felt their hands were tied when they wished to solicit on behalf of individuals in need in their communities.

Other aspects of the County Code of Ethics have not changed, including the limitation on gifts that can be received from certain parties, such as contractors, lobbyists, or vendors. When it was first adopted, Ethics Code barred any such gifts from these individuals; later, this was amended to apply to any gift over \$5 in value, and exceptions were noted. The general rule is that an elected official may not accept a gift of more than \$5 in value from a Town contractor, unless the item is a condolence gift. If the gift is for training purposes, its value may exceed \$5. The cost limit applies to non-alcoholic beverages.

Admission to charitable events may be accepted if the official reimburses the donor for the value of food and beverages consumed by the person using the ticket. This applies to an individual elected official or a third party to whom the ticket is given.

If tickets to an event are provided to the Town by a nonprofit organization and the Town gives them to elected officials, a recent opinion from the Florida Commission on Ethics recommends that the tickets be reported. This is a change from previous interpretation: the giver is now considered to be the charity rather than the Town. One example would

be if the Town purchases a table at a charitable event and elected officials attend. It is recommended that an opinion be requested by the Attorney(s) in this case.

Assistant Town Attorney Meyers explained that under State law, officials are not permitted to accept a gift of over \$100 from a contractor or lobbyist. If a contractor or lobbyist gave a gift to a governmental entity, and that entity gave the gift to elected officials, this was considered an indirect gift. This may have contributed to the change in County Code regarding the source of gifts.

Other governmental entities are not considered lobbyists or contractors: for example, a gift from someone at the Broward Sheriff's Office (BSO) would be acceptable. An official is only allowed to accept gifts of up to \$50 in his/her official capacity. Gifts from an official's own local government are not considered gifts that must be reported. If a gift is received in an official's personal or professional capacity, there is no limit on the value of what may be accepted.

Officials are not allowed to solicit or accept anything of \$100 or more in value based upon the understanding that the action taken would be influenced by that gift. If an official receives multiple gifts from the same source that cumulatively total \$100 or more in one calendar quarter, these gifts must be disclosed under State law.

Town Attorney Trevarthen commented that some organizations provide a breakdown of food/beverage and charitable contribution costs in accordance with County Ethics Code. The Attorneys may provide additional guidance in these areas if necessary.

Exceptions and limitations to gift reporting rules include:

- Gifts received in association with private employment
- Gifts given in recognition of public service
- Gifts for which the value is paid back to the giver within 90 days

Broward County Ethics Code includes rules regarding outside and concurrent employment, which is defined as "providing services for any person or entity other than the Town in exchange for remuneration." Volunteer work is not considered outside employment. This portion of Code refers to compensation outside an official's Town salary for providing services to a third-party corporation or individual.

There is an option for disclosure of an official's exact amount earned, or disclosure within a range. The official is also expected to identify retirement contributions, which fall within the definition of remuneration.

Elected officials or their immediate family members are not allowed to lobby any covered individual in the subject Town or in any other governmental entity in Broward County. Lobbying in another county is permitted. While an official or his/her family member is permitted to do business with his/her municipality within a contractual relationship, this is not advisable.

Lobbyists are now responsible for completing contact logs reporting any contact with elected officials, irrespective of the location at which the lobbying activity takes place or the mode of communication, within three days.

Assistant Town Attorney Meyers recalled that in the past, Broward County Commissioners sat in on selection committee meetings, which created discomfort among other attendees. Ethics Code no longer allows elected officials to participate in these committees, although they may sit in if they do not interfere. The exception is a selection committee that consists of a municipality's elected officials.

Assistant Town Attorney Meyers reiterated that if a Commissioner has any questions regarding local Ethics Code, he or Town Attorney Trevarthen may provide them with a safe harbor opinion, which insulates the official from prosecution or investigation by the OIG. The OIG must confirm that the facts of the case are the same as those presented when the official sought the opinion: if the facts are not the same, the opinion will not necessarily protect the individual.

A request for a safe harbor opinion does not have to be in writing, although the Attorneys request this in order to ensure there is no misunderstanding. An official may also request a safe harbor opinion at a public meeting. Town Attorney Trevarthen encouraged the Commissioners to reach out in advance of the public meeting if they wish to request an opinion in that setting. Safe harbor opinions are transmitted to Broward County and made available in a searchable database along with opinions by other municipal attorneys.

Assistant Town Attorney Meyers briefly reviewed a number of safe harbor opinions issued with respect to speaking fees, frequent flyer miles and travel points, raffles, and travel costs.

Assistant Town Attorney Meyers addressed social media, explaining that the Sunshine Law must be followed regardless of the platform or medium used to communicate. If an issue is in front of the Town Commission or may conceivably come before them, any

communications are required to occur “in the sunshine” with reasonable notice provided and minutes recorded. A social media post on which another elected official comments on an issue that may come before local government is a violation of the Sunshine Law, as it is considered dialogue. This applies to posts on platforms such as Facebook, Twitter, NextDoor, Instagram, blog posts, or any other social media medium.

Another issue regarding social media is one-way communication. Whether this communication is made on social media, via telephone or text, or any other method, one-way communication in which no response is received from another elected official is not a violation of the Sunshine Law; however, Assistant Town Attorney Meyers strongly discouraged this type of communication.

Town Attorney Trevarthen agreed, pointing out that one issue in this example is the relationship between elected officials. The one-way communication of one official restrains other officials and requires them to exercise self-control or risk exposing both themselves and the one-way communicator to violation of the Sunshine Law.

Assistant Town Attorney Meyers noted that this is not unlike sending a memo via email to the Town Clerk for dissemination to the other Commissioners: a problem occurs when that email is sent directly to the other Commissioners. Even if a communication is sent via the Town Clerk, however, it has the effect of suppressing other responses until they may be made in a public setting.

Town Attorney Trevarthen noted that there is a NextDoor Facebook group for Lauderdale-By-The-Sea, through which the Town sometimes posts items of interest. Assistant Town Attorney Meyers advised that elected officials in some cities use NextDoor to communicate on some issues, which constitutes potential Sunshine Law violations as well as other concerns about the use of private platforms. He pointed out that municipalities cannot control what is deleted from private platforms such as Facebook or NextDoor: a public records request made to these platforms does not absolve an elected official from liability if the platform cannot accommodate that request.

Town Attorney Trevarthen stated that the Town subscribes to Archive Social, which is software that handles public records obligations for most social media platforms. She cautioned, however, that it is unlikely that a solution of this nature will ever be able to capture all social media outlets. While there are other ways to retain materials, such as screenshots, these are not acceptable solutions in the long run.

If a municipality has a Town-sponsored social media platform that is used by elected officials, the question arises regarding what sort of discussions should be posted on those platforms. While the site may be used to permit officials to present their views on Town business, it may not permit exchange of ideas between elected officials on matters that have or are likely to come before the governing body.

Another example is “liking” another elected official’s post or comment, which can also be a violation of Sunshine Law if the item addresses Town business. A “like” can be seen as supportive of the entirety of a post, and if that post includes a reference to Town business, it can be interpreted as consent or agreement that constitutes dialogue. The exception would be posts that have nothing at all to do with Town business.

The Florida Attorney General’s opinion on municipal social media pages, such as Facebook, also addresses how long a post must be retained. If a post is made or received in connection with Town business, it is considered public record and must be retained for a specified period of time. The posts of “friends” of those pages may or may not be considered part of public record depending upon the information included on their pages. The Attorney General’s opinion requires municipalities with social media pages to post warnings that information posted on those pages is considered public record in most cases.

Should a municipality be unable to comply with a public records request that includes social media, the cost is not only personal or criminal liability but fines and fees that may be imposed against the municipality, which can be prohibitive. Town Attorney Trevarthen strongly emphasized the necessity of ensuring that public and private email accounts remain separate. It was also noted that public records law is included in officials’ annual ethics training, which shows that an individual was properly advised on that issue.

Assistant Town Attorney Meyers continued that if an elected official uses Town-sponsored social media to discuss Town business, that account should be limited to Town business only. This means excluding reelection efforts or private business, which can be construed as misuse of an official position. He recommended that resources provided by the Town, such as cell phones or email accounts, be considered in these terms as well.

Items not captured through a service such as Archive Social or a Town server that address Town business are of concern, as the Town may or may not know about these posts unless the elected official informs them of it. The official must keep copies of

these items or provide them to the Town Clerk for retention in recognition of the possibility of a public records request. The nature of social media means other individuals will be aware of the existence of posts and may make public records requests for them.

Another aspect of government-sponsored social media pages is related to the First Amendment. Town Attorney Trevarthen explained that members of the public who have their own blogs or web pages, or are active in social media groups, may allow public comments on matters of public concern. Once they have made this option available, however, they may not restrict comments that may include controversial or inflammatory statements. This creates a First Amendment concern, as an individual's opinion of public comment is not content-based but viewpoint-based.

Town Attorney Trevarthen continued that municipal pages may be considered "the speech of the municipality," in which there may be some moderation of what is said; however, she strongly emphasized that law is relatively new in this area.

An elected official may not decide who can or cannot access his social media account if that account deals with government business, and the deletion of individual comments may also be a First Amendment issue, depending upon their content. Deletion of an entire post and all its comments that are tied to government business is also an issue, as is the disabling of comments on a post. Assistant Town Attorney Meyers emphasized that if an official uses interactive social media to communicate about Town business, s/he is required to "accept the good with the bad." If a public entity has a social media page, that individual or municipality should also have a social media policy that identifies objectionable material.

The Town Ethics Code applies to situations that are above and beyond the State's Ethics Statute and may require elected officials to abstain from voting. These include matters involving Town vendors with which officials are affiliated in a paid or unpaid capacity. Officials may participate in discussions of these items but may not vote upon them and must file disclosures within 15 days. This is independent of any State requirements. An affiliation is defined as being in close formal or informal association with a vendor.

The Town Ethics Code was drafted in 2010 and required the aforementioned abstention from voting, as well as a requirement that individuals may not participate in shade sessions if they are involved with the adverse parties. These restrictions stemmed from experiences in the Town prior to 2010. Affiliation applies to business entities by which

an official may be employed, serve as an independent contractor, or have a material interest.

The OIG was created with a broad mandate to investigate any violation of local, state, county, or federal law contributing to misconduct and gross mismanagement. Their jurisdiction extends to Town elected officials and staff, and they may accept complaints anonymously. The standard for review is to investigate only if good cause can be shown. They may also initiate investigations if they learn about situations in a given municipality from a news source.

The Broward County OIG has subpoena power as well as audit authority, and is permitted to issue reports of what they believe to be misconduct. These reports may identify violations of law, however, that are supposed to be referred to other entities: a violation of Broward County Ethics Code must be directed to a hearing examiner, who conducts a hearing that entitles parties to due process. A report by the OIG, however, may assert that a violation exists and refer it to the State for further investigation.

Reports from the OIG are provided first to the person or persons who are the subject of that report so they have an opportunity to respond before the report is made public. Some preliminary reports, however, are issued to the subject at the same time as other elected officials, or “leaked” to the public, without the subject having an opportunity to respond. The report is intended to be confidential until the subject responds, after which time the OIG issues a final report that becomes public record.

Town Attorney Trevarthen asked that if the Commissioners wished to hear more information about a particular topic, they advise the Attorneys so it can be addressed in the next session, which will be held at 4:00 p.m. on Tuesday, October 27, 2020.

With no further business to come before the Commission at this time, the meeting was adjourned at 5:47 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk Tedra Allen

Date

**MEETING MINUTES
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
VIRTUAL REGULAR MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, October 13, 2020
6:30 PM**

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:31 p.m. Also present via teleconference were Vice Mayor Alfred “Buz” Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Town Manager Bill Vance, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Finance Director Lucila Lang, Assistant Finance Director Edner St. Jean, Municipal Services Director Ken Rubach, Jay Flynn Town Engineer, Linda Connors Development Services Director, Assistant Development Services Director Jhanelle Campbell, Special Projects Coordinator Debbie Hime, Public Information Officer/IT Administrator Steve d’Oliveira, Lisa Slagle, HR Manager and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION – MOMENT OF SILENCE

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Item 13.a was removed from the Agenda at Commissioner Malkoon’s request.

5. PRESENTATIONS

5.a Canal Dredging Study Presentation (Ken Rubach, Municipal Services Director / Tyler Chappell, Chappell Group)

Tyler Chappell, representing consultant The Chappell Group, recalled that the Town Commission had requested a study of all the canal sections throughout the Town to determine their existing depths, as well as whether or not there were benthic resources that would be affected by dredging. He showed a PowerPoint presentation on the study, which covered six canals and five sections along the Intracoastal Waterway.

Mr. Chappell advised that the consulting team used divers throughout the canals to locate any seagrass or coral in those areas. Seagrass was found in Sections 1, 4, and 5, with the majority in Section 4. Dredging calculations were based on an elevation of (-5) mean low water, which means with the average low tide there will be 5 ft. of depth in the canal, based on the center 50% of the waterway.

The estimated area to be dredged is 1300 cubic yards, with an estimated cost of \$125/yard, which totals \$162,500 to dredge the Town's canals based on the previously stated elevation. The \$125/yard cost is consistent with other dredging projects in Broward County, but could change depending upon the time frame in which the Town's project is implemented. It is also contingent upon whether or not the disposable material is contaminated, which would be determined through sediment analysis and permitting.

Before the project may begin, permits must be acquired from regulatory authorities, including the U.S. Army Corps of Engineers, Florida Department of Environmental Protection (DEP), and Broward County Environmental Protection and Growth Management Department. The estimated permitting cost is \$30,000, which brings the estimated total cost of the dredging project to \$192,500. Mr. Chappell concluded that the time frame for permitting would take a conservative estimate of 12 months.

Mayor Vincent asked if some of the pinch points identified on the map were hazards for boaters. Mr. Chappell replied that these indicated areas in need of dredging. He recommended reaching out to the community to determine which residents reported the most navigational issues. Municipal Services Director Ken Rubach advised that most of the canals were at a depth of 5 ft. or deeper, although he recommended targeting Section 3 first.

Commissioner Malkoon asked if dredging to 5 ft. depth is standard for canals. Municipal Services Director Rubach advised that some communities with larger vessels are dredging to a depth of 7 ft., although he did not know if this would be necessary in the Town. Greater depth would also increase the cost. Mr. Chappell confirmed that (-5) mean low water is the typical elevation to which dredging is performed in adjacent cities. He felt the 5 ft. depth would be sufficient until larger boats using the canals begin to report problems.

Municipal Services Director Rubach concluded that Staff would work with the Chappell Group to create a bid document for the Capital Improvement Program (CIP) in fiscal year (FY) 2022. Town Manager Bill Vance added that Staff will report back with costs associated with the permitting process.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Town Clerk Tedra Allen read the following public comments:

- Barbara Cole, resident, expressed concern with the proposed design for the El Mar Drive and the preservation of its median; she requested regular updates on the project at each Commission meeting
- Stuart Dodd, resident, emphasized the importance of residents' input on the El Mar Drive project, and recommended against construction of a bike lane and in favor of improving drainage and lighting
- Sally Mueller, resident, spoke in favor of retaining the El Mar Drive median, repairing its sidewalks, and adding pavers
- Antonio Munoz, resident, spoke in favor of retaining the El Mar Drive median
- Lynda Robinson, resident, spoke in favor of retaining the El Mar Drive median
- Bonnie Thompson, resident of Fort Lauderdale, spoke in favor of retaining the El Mar Drive median
- Edward Nelson, resident, spoke in favor of retaining the El Mar Drive median, as well as improved sidewalks, a safety zone, and reduction of the roadway to one lane in each direction
- Pat Krumenacker, resident, felt no changes should be made to El Mar Drive except sidewalk repairs, improved lighting, and roadway paving
- Peggy and Robert McHale, residents, spoke in favor of retaining the El Mar Drive median and adding eco-friendly lighting, and were not in favor of a bike lane
- Cynthia Mattia, resident, recommended the addition of drainage and turtle-friendly lighting and sidewalk repairs to El Mar Drive, with no other conceptual changes
- Darrin Smith, resident, spoke in favor of retaining the El Mar Drive median
- Amy Wayne, resident, spoke in favor of retaining the El Mar Drive median
- Alec Franklin, resident, opposed any changes to the El Mar Drive median
- Sharlene Sposit, resident, opposed making the El Mar Drive median smaller
- Lisa Tumminello, resident, recommended a single traffic lane in each direction with pull-outs on El Mar Drive
- Tom and Michelle Kuecks, residents, opposed any changes to El Mar Drive
- Julia Sadler, resident, spoke in favor of retaining the El Mar Drive median
- Paul and Julia Muller, residents, spoke in favor of retaining the El Mar Drive median

- Lisa Nelson, property owner, opposed changes to the El Mar Drive median
- Deborah Steele, resident, spoke in favor of retaining the El Mar Drive median
- Cristi Furth, resident, expressed concern with community outreach regarding the project and spoke in favor of retaining the El Mar Drive median

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

7. PUBLIC SAFETY DISCUSSION

7.a BSO September 2020 Report (Captain Thomas Palmer, BSO)

Captain Thomas Palmer of the Broward Sheriff's Office (BSO) addressed comments made at the September 21, 2020 meeting regarding traffic enforcement on Commercial Boulevard and A1A, stating that Staff is dedicating significant time to enforcement efforts on these corridors and has received positive feedback from the public.

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

7.b VFD September 2020 Report (Chief Judson Hopping, VFD)

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

7.c AMR September 2020 Report (Chief Brooke Liddle, AMR)

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

8. TOWN MANAGER REPORT

8.a Town Manager Report (Bill Vance, Town Manager / Neysa Herrera, Assistant to the Town Manager)

Assistant to the Town Manager Neysa Herrera reported that Town Hall is open by appointment. Members of the public wishing to make appointments should call (954) 640-4200.

The Governor recently issued Executive Order 20-244, which states that no COVID-19-related Emergency Order may prohibit an individual from working or operating a business. Restaurants and bars may open under guidelines, and restaurants may not be limited to less than 50% capacity by local government unless that government explains why the limitation is necessary for public health. Executive Order 20-244 suspends collection of fines and penalties associated with the COVID-19 pandemic.

Broward County Emergency Order 20-27 prohibits the on-premises consumption of food and alcohol past 11 p.m. Establishments licensed to serve food may operate at up to 100% of indoor capacity if a distance of 6 ft. is maintained between tables and no more than six individuals are seated at a table. Businesses that serve alcohol but not food must operate at no more than 50% of indoor capacity. Total combined occupancy of indoor and outdoor areas may not exceed total maximum capacity.

Emergency Order 20-27 also permits hot tubs to be opened in homeowners' association communities, with operations subject to more stringent rules that may be imposed by these associations.

On September 25, 2020, the Town's beach consultant submitted an application to DEP's Coastal Partnership Initiative to request \$30,000 to help fund a dune restoration and creation plan. The plan will produce a dune enhancement design to protect against erosion and increase habitat and biodiversity within the beach and dune area.

The U.S. Census Bureau will continue to collect responses until October 31, 2020. The Town's current response rate is 44%, which lags behind the County and state rates. Residents may access www.my2020census.gov.

As a result of the job description study completed in FY 2020, a number of employees were promoted to new positions and assumed new responsibilities.

The anticipated construction date for Terra Mar drainage improvements is November 2, 2020. Staff will meet with Terra Mar residents on October 15. Construction is expected to take roughly four months.

Friedt Park courtyard improvements have been completed, with the addition of new furniture. Staff continues to work with Florida Power and Light (FPL) to relocate its power lines to the west. Staff is also investigating cleaning opportunities that could permit reopening of the playground.

The Palm Club septic-to-sewer project plans are 100% complete and the Town is awaiting permits from Broward County. Once permits have been issued, the Town will proceed with the bid process in November. The Town is working to secure state grant funds for this project.

The Florida Department of Transportation (FDOT) is updating the lighting at intersections on A1A and Commercial Boulevard, including retrofitting of the existing system and addition of poles. The sidewalk adjacent to the Hibiscus Avenue and A1A crosswalk has been completed and includes new ramps and Americans with Disabilities Act (ADA) –compliant detectable tiles. Striping and landscape restoration are complete. Staff is working with FDOT to correct workmanship issues regarding signage.

Other Town projects include:

- Tree trimming on Pine Avenue
- Weed clearance on the bridge walkway
- Change the order of signs on Harbor Drive
- Repair loose bollards on El Prado Avenue
- Paving the Downtown walkway
- Strengthening signage in Bel Air and Blue Water Terrace
- Trimming bushes at Jarvis Hall
- Tree trimming for better view of street signage on Pine Avenue and Poinciana Street
- Treatment of weeds showing through pavers on Hibiscus Avenue

Development Services Staff continues to work with Broward County Transit (BCT) on the location and installation of new bus shelters. Next steps include completion of a survey for additional proposed locations. Other projects include updated design of the Town's recycling brochure and installation of poles for security cameras.

Community Center Manager Emilio Bien-Aime is continuing to make classes available online to members of the community. Sessions are uploaded each week and posted on the Town's website.

Commissioner Malkoon recommended that the re-opening of Town Hall by appointment be advertised on the Town's website as well as on the front door of the building. He also requested more information regarding the study for the Bel Air seawall. Municipal Services Director Rubach explained that the Town plans to seek input from a structural engineer before plans are drawn up for its repair.

Commissioner Malkoon also asked if the Town is working to ensure that restaurants do not exceed 100% of their capacity. Town Manager Vance replied that the Town has contracted with Broward County Code Enforcement to help identify any concerns with local restaurants. Mayor Vincent emphasized the importance of using outdoor seating at restaurants in order to comply with social distancing and capacity guidelines.

Mayor Vincent requested clarification on the wait time for Town Hall appointments. Town Manager Vance explained that individuals at the Town Hall front door typically call from outside the building and are assisted by Staff at the doorway if possible. This lessens the likelihood of exposing Staff to COVID-19 and triggering a quarantine situation. Callers who reach the Town Hall answering machine are encouraged to leave a message.

Mayor Vincent reported that the U.S. Supreme Court has stopped all ongoing census activities, which will not extend through October 31, 2020 as previously indicated. There has been no official notice of this change from the County thus far.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

10.a September 14, 2020 1st Public Budget Hearing

10.b September 14, 2020 Commission Meeting Minutes

10.c September 21, 2020 2nd Public Budget Hearing Minutes

10.d September 21, 2020 Commission Meeting Minutes

10.e September 22, 2020 Special Town Commission Meeting – El Mar Design

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

11. CONSENT AGENDA

Items 11.c, 11.d, and 11.f were pulled for additional discussion.

11.a FY21 Implementation of Strategic Marketing Plan by Conceptual Communications Work Authorization #5 (Debbie Hime, Special Projects Coordinator)

11.b Hardship Parking Permits (Ken Rubach, Municipal Services Director)

11.c Resolution 2020-40 locally funded agreement with the Florida Department of Transportation for roadway enhancements on A1A from Pine Avenue to Sunset Lane in conjunction with the FDOT resurfacing project (Ken Rubach, Municipal Services Director)

Vice Mayor Oldaker requested additional information on this project. Municipal Services Director Rubach explained that FDOT plans a resurfacing project from Pine Avenue to Sunset Lane. Any enhancements requested by the Town would cost additional funding, including replacement of existing paver crosswalks, addition of streetlights consistent with the existing design, and upgrading to existing LED lighting. The project is set to begin in May 2021.

Municipal Services Director Rubach continued that Resolution 2020-041, which is on tonight's Agenda, allows a transfer of funds related to the agreement and improvements, which was originally in the Town's FY 2020/2021 CIP budget. These funds were intended for use in the El Mar Drive project but are no longer expected to be used in this fiscal year.

Vice Mayor Oldaker stated that his preference would have been to keep funds for El Mar Drive and A1A improvements separate, as these are two distinct projects. He felt the proposed A1A project was a candidate for the use of Parking Fund dollars. Town Manager Vance stated that a budget amendment to this effect can be brought forward at the next Commission meeting.

Commissioner Strauss asked how long the proposed project is expected to last, expressing concern that there could be overlap of traffic issues if the A1A and El Mar Drive projects are underway at the same time. Municipal Services Director Rubach advised that FDOT's estimate is for a six-month project, which will result in some traffic delays but no substantial disruption.

Commissioner Malkoon commented that the Town should reconsider undertaking two major roadway projects at the same time.

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

11.d Resolution Approving Piggyback Agreement for Disaster Recovery Management Services with Witt O'Brien's, LLC (Ken Rubach, Municipal Services Director)

Municipal Services Director Rubach explained that this contract is for management services that provide assistance with Federal Emergency Management Agency (FEMA) services, as well as disaster and debris monitoring.

Vice Mayor Oldaker asked if the contract could have been renewed at an earlier date during the current hurricane season. Town Manager Vance replied that no concern was expressed regarding the Town's ability to continue to work with this contractor.

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

11.e El Mar Drive – EDSA Additional Design Services (Bill Vance, Town Manager)

Vice Mayor Oldaker made a motion, seconded by Commissioner Strauss, to approve 11.a, 11.b, and 11.e. Motion carried 5-0.

11.f Lauderdale-By-The-Sea Chamber of Commerce Financial Assistance Request (Bill Vance, Town Manager)

Town Manager Vance stated that in the past, the Chamber of Commerce has historically paid the salaries of employees associated with the Lauderdale-By-The-Sea Visitors' Center. He asked that they document their concerns, as well as any challenges going forward. It is not yet known when regular hours will resume at the Visitors' Center, or when improvements will be made to the existing facility.

Commissioner Malkoon asked for clarification of whether this Item was in recognition of receipt of the letter from the Chamber of Commerce and acknowledgement of their

request rather than approval of a dollar amount, which would need to be determined at a later date.

Mayor Vincent emphasized the importance of the Chamber's role and the Visitors' Center in supporting the Town's businesses. He felt it would be necessary to support the Chamber's request for this reason. Commissioner Malkoon stated that he would prefer to wait and see the number the Chamber determines, not to exceed \$25,000.

Commissioner Sokolow made a motion to approve the request for an additional maximum of \$25,000, to be administered by proven request by the Town Manager. [The motion died for lack of second.]

Commissioner Malkoon explained that his concern was not with support of the Chamber or the Visitors' Center, but with approving an "up to" amount of funding. He reiterated that he wished to see an estimate of the actual expenses that would be needed once the facility has reopened before the Commission approves funding.

Eva Marissa, Chair of the Lauderdale-By-The-Sea Chamber of Commerce, noted that the Town's businesses are struggling and the Chamber's membership has decreased during the pandemic. With fewer funds available from the Broward County Convention and Visitors' Bureau (CVB) as well as from Chamber of Commerce dues, fewer dollars are available to keep the Visitors' Center staffed.

Vice Mayor Oldaker stated he shared Commissioner Malkoon's concern for the process of disbursing funds from the Town to the Chamber. He proposed that the Item be deferred until the October 27, 2020 meeting, when it could be brought back with more information on how the funds would be distributed. Mayor Vincent noted that the accounting of the requested dollars would be tracked and audited, as done in the past.

Commissioner Strauss noted that the Chamber indicated their shortfall was \$13,000, while the Town is being asked to approve up to \$25,000, and proposed that a lesser amount could be approved at tonight's meeting and any further assistance approved at a later time if needed.

Ms. Marissa suggested that \$12,000 of the request could be postponed until a later date. Town Manager Vance confirmed that he can bring information on the anticipated shortfall and how the requested funds would be used back to the next Commission meeting.

Commissioner Strauss made a motion, seconded by Vice Mayor Oldaker, based on the amount of \$13,000 at this time for the Visitors' Center, and later on the Chamber may come back with [a request for] additional monies for the Chamber because of the shortfall from the County.

Vice Mayor Oldaker asserted that Staff should work closely with the Chamber regarding any future funding requests.

Motion carried 5-0.

12. OLD BUSINESS

None.

13. NEW BUSINESS

13.a Deputy Town Manager Discussion (Commissioner Edmund Malkoon)

This Item was deleted from the Agenda.

13.b Town Commission Direction on the release of a Request for Qualifications for a Consulting Firm to conduct a Comprehensive Organizational Evaluation and Operations Audit of the LBTS Volunteer Fire Department (Bill Vance, Town Manager)

Town Manager Vance advised that the Volunteer Fire Department's (VFD's) last operational audit occurred in 2008. He recommended seeking a qualified firm and seeking proposals that consider any specific areas of concern or services the Commission may identify.

VFD Chief Judson Hopping agreed that the VFD would welcome a study reviewing its strengths and weaknesses. He recalled that the Department had undergone an ISO audit two years ago and have made adjustments in accordance with its findings.

Commissioner Malkoon stated that the VFD serves as a contractor and has received assistance from the Town regarding the use of offices and personnel. He asserted that funds for this and future audits should come out of the VFD's own budget, with its information to be provided to the Town as part of future contract renewals. He recommended that the RFQ address recent history within the past three to five years to

ensure that the Department is fulfilling all its responsibilities, including training, repairs, maintenance, operations, and personnel.

The Commissioners agreed by consensus to direct Town Manager Vance to proceed with the RFQ, including the language they requested and taking the Commission's comments into consideration.

14. COMMISSIONER COMMENTS

Commissioner Sokolow addressed the previous discussion of funding for the Chamber of Commerce, stating that the Town Manager administers an extensive budget and should be relied upon to oversee this portion of it rather than being "micromanaged."

Vice Mayor Oldaker reminded all present that hurricane season continues through the end of October, and congratulated Staff members who received promotions. He recalled that in the past, the Town maintained a master schedule of all Town contracts, which was made available to the Commission. He requested that this be renewed and updated, and presented to the Commissioners so they are aware of when contracts come due and/or are up for renewal.

Mayor Vincent stated that he, Town Manager Vance, and Special Projects Coordinator Debbie Hime are working to print banners showing the options for the El Mar Drive project so residents and stakeholders can view the project's three options. He felt this process would help to alleviate a number of concerns about the project, and advised that upgrades to aspects such as drainage are likely to trigger a requirement for more significant Code improvements.

15. ORDINANCES 1ST READING

- 15.a Ordinance 2020-09 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30, "UNIFIED LAND DEVELOPMENT REGULATIONS;" ARTICLE V, "ZONING;" SECTION 30-261 "B-1-A BUSINESS DISTRICT – BUSINESS," SECTION 30-271, "B-1 DISTRICT BUSINESS," SECTION 30-313 "GENERAL PROVISIONS" TO MODIFY REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE (Linda Connors, Development Services Director)**

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

Development Services Director Linda Connors recalled that when the Town incorporated Code for the annexed area into Town Code, they found that some areas required the addition of different zoning districts from the northern portion of the Town into Code as well. Section 30-313 is being modified to add RS-4 and RM-16 zoning districts to the applicable areas. The Planning and Zoning Board unanimously recommended approval of the update. Staff also recommends approval on first reading.

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

16. ORDINANCES 2ND READING

16.a Ordinance 2020-07: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30, "UNIFIED LAND DEVELOPMENT REGULATIONS," ARTICLE V "ZONING," DIVISION 2 "DISTRICTS," SUBDIVISION L "B-1-A DISTRICT REGULATIONS," AND SUBDIVISION M "B-1 DISTRICT REGULATIONS" TO MODIFY REGULATIONS AND STANDARDS RELATED TO OUTSIDE SEATING FOR RESTAURANTS ON PRIVATE PROPERTY, OTHER THAN A SIDEWALK; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE (Linda Connors, Development Services Director)

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

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

16.b Ordinance 2020-08: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 1, "GENERAL PROVISIONS," CHAPTER 9, "FLOOD PREVENTION AND CONTROL," AND CHAPTER 30, "UNIFIED LAND DEVELOPMENT REGULATIONS" TO COMBINE THE PLANNING AND ZONING BOARD, BOARD OF ADJUSTMENT, HISTORIC PRESERVATION

BOARD, AND LOCAL PLANNING AGENCY TO SERVE AS ONE BOARD; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE (Linda Connors, Development Services Director)

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

Commissioner Sokolow asked if the title of the advisory body will change or continue as three separate names. Development Services Director Connors replied that the Planning and Zoning Board will absorb all the responsibilities of the other advisory entities and will use a single Agenda. The terms used for other boards are abolished.

Town Attorney Susan Trevarthen recalled that in recent years, the Commission has appointed the same individuals to these boards. Because this has worked for the Town, the change to a single named body is a formality. Mayor Vincent emphasized the need to ensure that all members of the amended board contribute to the discussion and points of view expressed in meetings.

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

17. RESOLUTIONS – PUBLIC COMMENTS

17.a Resolution 2020-041: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2020 / 2021 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT “A”; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2020 / 2021 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE. (Ken Rubach, Municipal Services Director)

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

Vice Mayor Oldaker requested that the Resolution be amended so the funds allocated come from the Parking Fund. Town Manager Vance recommended that the Resolution be brought back in two weeks as amended.

Vice Mayor Oldaker made a motion, seconded by Commissioner Sokolow, to defer the Resolution until the next meeting, amending the Item so funds are allocated from the Parking Fund. Motion carried 4-1 (Commissioner Malkoon dissenting).

17.b Resolution 2020-42: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, FINDING THAT THE COVID-19 PANDEMIC IS AN EXTRAORDINARY CIRCUMSTANCE; WAIVING THE FEES AND EXTENDING THE RENEWAL DEADLINE UNDER SECTION 17-14 “PERSONS WHO MAY USE TENNIS COURTS; ACCESS TO TENNIS COURTS; ISSUANCE OF KEYS; FEES,” PURSUANT TO TOWN CODE SECTION 2-27, “WAIVER OF CODE REQUIREMENTS” UNTIL JANUARY 15, 2021; PROVIDING FOR EXPIRATION, CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE (Ken Rubach, Municipal Services Director)

At this time Mayor Vincent opened public comment.

Town Clerk Allen read the following public comment:

- Michael Rolfs, resident, advised that the Town’s tennis community supports the Resolution and thanked Town Staff for bringing it forward

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

It was clarified that the Resolution would be in effect for approximately four months. Town Manager Vance explained that Staff’s intent is to simplify the rate structure associated with the annual tennis court membership. Fees would be amended to \$10/month (\$120/year) and the current allocation of keys will be extended due to the recent shutdown of tennis courts during the COVID-19 pandemic.

Vice Mayor Oldaker suggested that Staff review any other fees that might be included in an Ordinance so they may be reviewed as necessary.

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

17.c Resolution 2020-44: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (“CARES”) ACT FUNDING; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE (Bill Vance, Town Manager / Neysa Herrera, Assistant to the Town Manager)

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

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

18. QUASI JUDICIAL PUBLIC HEARINGS

None.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 9:05 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk Tedra Allen

Date



Town Commission Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Debbie Hime

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: OLD BUSINESS

Subject Title:

Proposed Chanukah Celebration Update - December 13, 2020

Explanation:

At the last meeting during public comment, Benzion Singer (the “Applicant”) requested to hold his Chabad’s annual Chanukah Celebration (the “Event”) in Ocean Plaza. Given that Ocean Plaza is currently being used for outdoor dining by restaurants, the Applicant was informed that Ocean Plaza was not available and the Event could not be held there. The Applicant requested to hold the event in Dunes Plaza. The Commission directed that the application and other documents to be re-submitted for further consideration at the November 10 Commission meeting.

The Applicant has submitted an updated Application (Exhibit 1), which includes a new site location plan, along with their COVID-19 Operational Plan (Exhibit 2). The Town Attorney provided and the Applicant has signed a Special Event Agreement (Exhibit 3) to comply with all Broward County Emergency Orders and related COVID-19 guidelines.

The Applicant has also requested that the permit fee be waived, which is consistent with Commission consideration in past years.

The Town Manager and Town Attorney recommend the Event not be held in Dunes Plaza due to the openness of the location, the surrounding traffic, and the inability to control crowds. The Town has never approved an event to take place in Dunes Plaza without an accompanying closure of the surrounding roadways. Also, during COVID-19, events that tend to draw a crowd in the surrounding sidewalks are of special concern. If the Commission decides to approve the Event, the Town Manager and Town Attorney recommend that the Event be moved to El Prado Park to ensure safety, adequate social distancing and adherence to other COVID-19 guidelines.

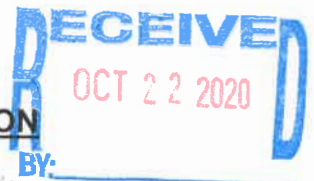
Recommendation:

Consideration of whether to approve the Special Event Application for the Event, and if so, specifying the location and waiving of the application fee of \$100 for El Prado Park (additional \$425 fee if at Dunes Plaza).

Attachments:

1. Updated Application with New Site Location Plan (at Dunes Plaza)
2. COVID-19 Operational Plan
3. COVID-19 Waiver Agreement

EXHIBIT 1



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:

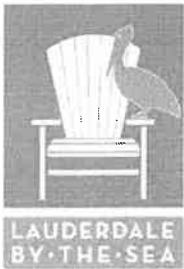


Signature of Applicant

Print Name: BENZION SINGER

Event Name: CHANUAAH FESTIVAL

UPDATED
11/6/20



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: CHANUKAH FESTIVAL

Event Purpose, Description and Activities: _____

New Event _____ or Returning Event ☒ Previous Attendance _____

Day(s) and Date(s) of Event: SUNDAY, DEC. 13 2020

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

DUNES PLAZA - (COMMERCIAL & EL MAR DR)

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

Participants: 66 #Spectators #Adult volunteers:

Please complete the following table:

Activity	Day	Time
Start of set-up:	12-13-20	1:00 PM
Start time of the Event:	12-13-20	5:30 PM
EVENT		
End time of the Event:	12-13-20	8:30 PM
Start of Clean up:	12-13-20	10:30 PM
Clean-up completed by: (Site restored to original condition)	BENZION SINGER	

Name and address of host or sponsoring organization: Chabad Lauderdale By the Sea

Is applicant a Non-Profit Organization?

YES NO

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

Person submitting Application ("Responsible Party"):

Name: BENZION SINGER

Mailing address: 4747 N. OCEAN DR. # 238, LAUDERDALE BY THE SEA

Phone: 954 607 1104

Mobile phone: 954 263 7692

Email: rabbi@jewishlauderdale.com Fax:

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

Name(s): BENZION SINGER

Mailing address: SAME AS PERSON SUBMITTING APPLICATION.

Phone:

Mobile phone:

Evening phone:

Fax:

Email:

Add information as necessary:

Will you have an event contractor or planner?

YES ☒ NO

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

Name:

Company Name:

Business Address:

Company Email:

Phone Office:

Phone Mobile:

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

Request for Town Involvement:

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

If yes, describe services requested, if any:

STATEMENT OF BENEFIT

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

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

(Insert here or denote if attached) PLEASE SEE ATTACHED.

FEES

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

YES

NO

If yes, provide details:

SOUND SYSTEMS

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

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

☒ Proposed amplified sound/speaker system:

☒ Proposed live music: List genre, type, ambiance: CHANUKAH / JEWISH MUSIC. *no band per Applicant, just DJ*

☐ Planned recorded music

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

USE OF AVAILABLE OUTLETS AS IN PREVIOUS YEARS.

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: CHABAD LAUDERDALE BY THE SEA

Email: rabbi@jewishlauderdale.com

Address: 4747 N. OCEAN DR. # 238

Daytime phone: 954 607 1104

Mobile phone: 954 263 7692

TENTS, CANOPIES, STAGES, BLEACHERS

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

A canopy is a tent without sides.

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

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

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

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

Tents: 0

Canopies: 0

Stages: 1 (stage owned by village pump as previous years)

Bleachers: 0 list size and max load:

4/6/20
no stage per Applicant

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

e plaza for sound / music.

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

 Electrical power:

 Water:

 Gas, propane, BBQ grills, generators:

 Fuel Storage:

N/A

SIGNAGE

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

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

Are you requesting permission to erect signage for this Event?

YES NO

For each sign please provide: 1 BANNER SIZE 3'x10', BEHIND STAGE

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

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

RESTROOMS (show on Site Plan)

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

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

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

Number of restroom facilities required by Town: TBD

Number of additional restroom facilities, and type, that will be on event site: _____
(Show on Site Plan) will use town's restrooms at EL MAR PLAZA.

STREET CLOSURES

Street closures may be required at the Event's expense

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

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

TRAFFIC CONTROL/BARRICADES

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

Please list your traffic control contractor, if applicable:

VEHICLES

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

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

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

LOADING/UNLOADING: If you are requesting that vehicles be permitted to load/unload in non-metered areas, please indicate the location and times loading and unloading would occur:
ENTERTAINMENT, CHAIRS AND SUPPLIES DROP OFF / PICK UP AT PAVILION.

TRAFFIC CONTROL PLAN

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

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

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

If yes, provide the meter numbers on the Site Plan and purpose for which they will be used.
NO SPECIFIC METER NUMBERS REQUIRED, REQUESTING 5 SPACES.
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

Do you anticipate needing code compliance officers for your Event?

YES

☒ NO

CONCESSIONS:

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

Are you planning to have any type of concessions?

☒ YES ☐ NO

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

YES ☐ NO ☐

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

Is the food free of charge ☐ or for sale ☐

Do all food vendors have a temporary food service permit?

YES ☐ NO ☐

NO VENDORS - CHABAD THE SPONSORING ORGANIZATION SUPPLIES FOOD.

Please list the types of food that will be served:

PASTRIES, POTATO LATKES.

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

Charcoal Grills ☒

Sterno ☒

Fryers ☐

Open fires ☐

Propane Grills ☐

Refrigerators ☐

Smokers ☐

Hoods ☐

Concession trailers ☐

Warmers ☐

LP Tanks ☐

Other ☐

Provide details of dispensing locations here and on Site Plan

ALCOHOL

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

Are you planning on selling alcoholic beverages at the event?

YES

☒ NO

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

YES

☐ NO

Provide details of dispensing locations here and on Site Plan

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

VENDORS

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

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

ANIMALS

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

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

YES ☒ NO

FIREWORKS

(Fireworks require a separate permit approval process and application)

Are you requesting approval to discharge fireworks at the event?

YES ☒ NO

SALE OF MERCHANDISE

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

YES ☒ NO

RIDES

Rides or other amusement may require a State of Florida inspection

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

Are rides to be included in the Event?

YES ☒ NO

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

Mechanical/Electrical:

Inflatable (bounce house etc.):

Manual (slides, trampolines):

Other:

NO BALLOONS RELEASED

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

I agree no balloons will be released B.S.

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 B.S.

INSURANCE

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

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

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

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

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

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

☒ YES ☐ NO

EVENT CONDITIONS

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

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

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

1. Permission for this Event may be suspended or modified by the Commission, Town Manager or his designated Staff.
2. Turtle Clause: If any of the set-up will take place on the beach sand please avoid any marked sea turtle nests with a minimum buffer of 30 feet.
3. Setup of the Event will start at about _____ and the area will be cleaned and open by _____
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): _____	Property owner's Signature (required): _____
Date _____	Date: _____
Applicant's (Print information below) Name: Title: Organization: Telephone: Mobile: Email:	Property Owner's (Print information below) Name: Title: Organization: Telephone: Mobile: Email:
STATE OF FLORIDA: COUNTY OF BROWARD:	STATE OF FLORIDA: COUNTY OF BROWARD:
SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by _____ who is personally known to me/provided _____ as identification and who did/did not take an oath.	SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by _____ who is personally known to me/provided _____ as identification and who did/did not take an oath.
My Commission Expires: _____	My Commission Expires: _____
Notary Public, State of Florida	Notary Public, State of Florida

SITE PLAN DETAILS

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

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

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

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

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

Location:

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

Public Services:

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

Hazard/ Precautions:

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

Event:

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

Parking:

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

Code or Security Enforcement (paid by Event)

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

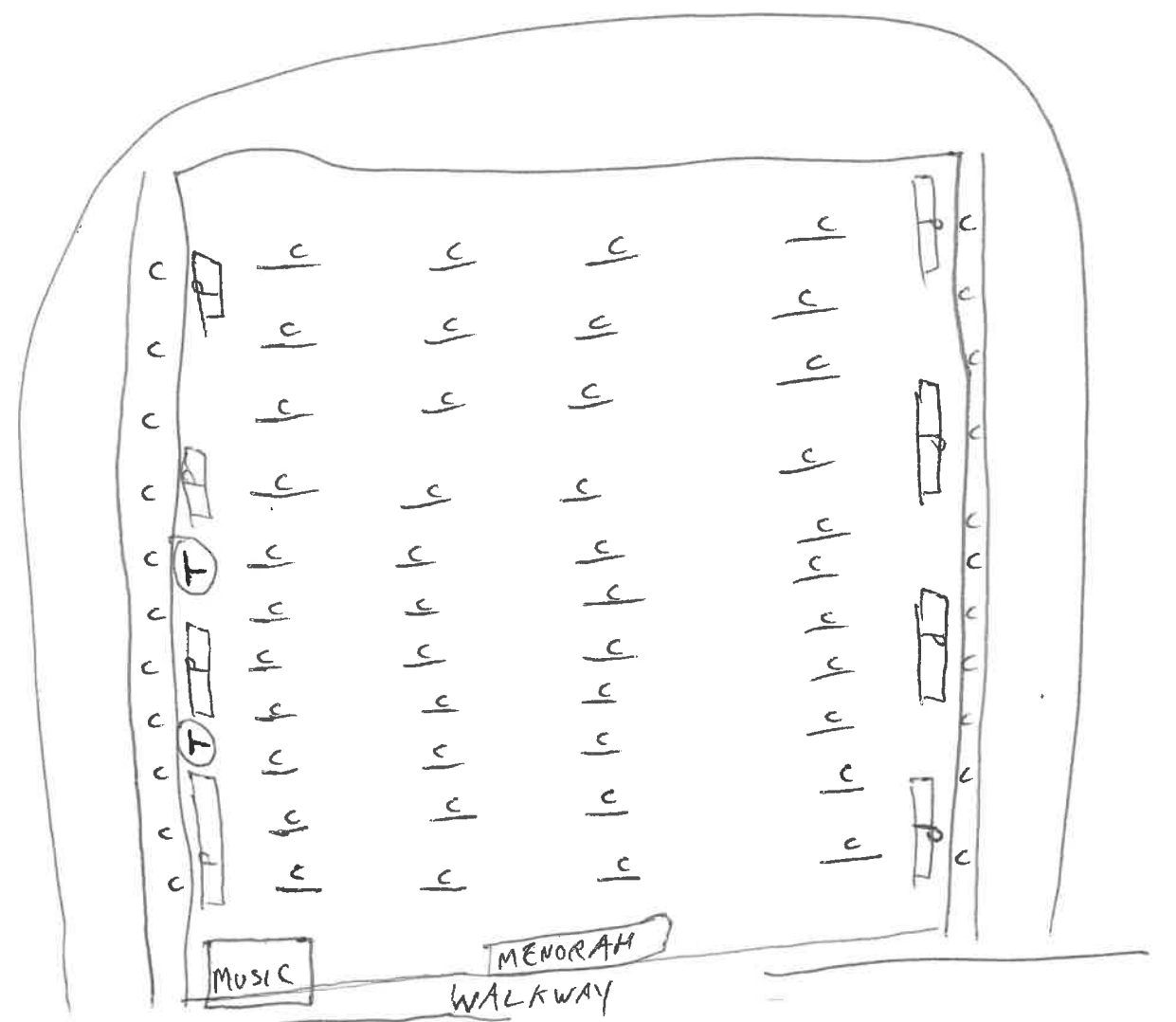
ARUBA

PAVILION

10-4-20

#

VILLAGE GRILLE



EL MAR DR.

MENORAH WALKWAY

COMMERCIAL

- [P] - PLANTER
- [C] - CHAIR
- [T] - TABLE

square size:

22 1/2 feet - W

62 feet - L

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.

B. Singer
Applicant's Signature (required)

10-21-20
Date

BENZION SINGER / CHABAD- DIRECTOR
Applicant's Printed Name and Title/Organization

954 607 1104
Telephone Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

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

[Signature]
Notary Public, State of Florida
My Commission Expires: 11/27/2022



Rex M. Dendinger, III
State of Florida
My Commission Expires 11/27/2022
Commission No. GG 279675



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8015481650C-3	08/19/2016	08/31/2021	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CHABAD LUBAVITCH LAUDERDALE
BY THE SEA INC
4747 N OCEAN DR STE 238
LAUDERDALE BY THE SEA FL 33308-2948

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Ever since the first public menorah on record in the US was lit at Independence Mall in 1974, the unifying initiative of public menorah lightings has become a sensation at prestigious, even unimaginable locations such as in the White House with the participation of the President and the First Lady, the Sydney Opera House, Moscow's Red Square, Berlin's Brandenburg Gate, Hong Kong Harbor, the Eiffel Tower in Paris, and Independence Mall in Philadelphia.

We light these menorahs in towns and cities as an overall celebration of values held by many peoples and communities. By publicly participating in the seasonal festival of lights, we actively reaffirm the celebration of our freedom, inspired by the historic Maccabees' victory of right over might, the miracle of light over darkness, and understanding and justice over intolerance and bigotry. These values are not exclusive to Judaism and our event is open to all.

Sponsorship of this event will demonstrate the Town's commitment to community, cultural diversity, as well as the values of justice and tolerance. As part of the Town's sponsorship, we will also be willing to print the Town's logo on all flyers, emails, websites, tee shirts, and other venues reaching an estimated 2-3 thousand persons. In addition, the event also benefits local businesses. In the past, our festival of lights event has been attended by the town's citizens of all backgrounds. While there, they visit local businesses. The event also brings in people from outside of Lauderdale by the Sea who support local businesses in the area during and after the event.

The total cost of the event including food, entertainment, music, rentals, raffle prizes, promotions and labor is approximately \$10,000. We respectfully request the following from the Town as a sponsor:

1. Waive all Town fees and charges
2. Contribution of \$2,000 to the cost of the event.

Exhibit 2

Chanukah Festival – Dec 13, 2020

All Chairs will be socially distanced.

No congregating.

Volunteers will direct participants to enter and exit the correct way.

The event will be livestreamed for people to participate from their home.

There will be a RSVP form on our website for people for the event.

The event does not require street closure.

Masks and hand sanitizer will be on site.

Food will be individually wrapped, and individual water bottles.

Exhibit 3

Special Event Permit Agreement

This Special Event Permit Agreement ("Agreement") is made this 5th day of November, 2020 by and between Chabad Lauderdale By The Sea (the "Permittee"), and the Town of Lauderdale-By-The-Sea, (the "Town").

WHEREAS, the Permittee wishes to hold a Chanukah Festival (the "Event") on December 13, 2020; and

WHEREAS, in consideration for the Town approving the Special Event permit, the Permittee agrees to the terms and conditions set forth herein.

NOW, THEREFORE, it is agreed between the parties hereto that:

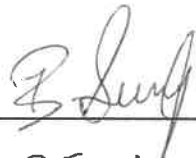
1. **Term.** This Agreement shall become effective upon execution by both parties and shall remain in effect through the duration of the Event, unless earlier terminated by either party or revoked by the Town Manager.
2. **Permit.** The Town hereby permits Permittee to hold the Event, as reflected in the approved Special Event Permit Application No. _____ (the "Permit Application"), attached hereto and incorporated herein by reference, for the Term set forth above, in accordance with the conditions set forth in the Permit Application and in applicable Town Emergency Orders, Broward County Emergency Orders, and Governor Executive Orders (collectively, the "Orders") as they may be amended or superseded (the "Permit").
3. **Indemnification.** In consideration for the Town issuing the Permit to Permittee, Permittee agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages or causes of action arising as a result of the Event or the condition of the premises on which the Event is held, including those arising during the Event itself, and those arising during its preparation and removal before and after the Event, for any personal injury or loss of life, or damage to or loss of property, and from and against any orders, judgments, or decrees which may be entered thereon, and from and against any costs and attorneys' fees incurred in and about the defense of any such claims, and the investigation thereof. 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.
4. **Insurance.** Permittee shall keep and maintain insurance in the types and limits required in Section 17-9(3) of the Town Code. Proof of such insurance, naming the Town and the Broward Sheriff's Office as an additional insured, shall be delivered to the Town prior to, and as a condition of, the issuance and effectiveness of the Permit.
5. **Compliance with Laws, Rules, and Regulations.** Permittee agrees to comply with all applicable laws and Orders, including but not limited to the Governor's Executive Orders, Broward County Emergency Orders 20-21, 20-23, 20-25, 20-27, and 20-28, as may be amended or superseded, Town Emergency Orders, and applicable CDC social distancing guidelines. For purposes of applicable Broward County Emergency Orders, the word "household" refers to a group of persons that are residing together in the same home and not just persons that are of the same family but do not live together. Permittee also

agrees to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.

6. **Revocation/Termination.** Permittee acknowledges and understands that the Permit is limited to the conditions set forth in this Agreement and set forth in the Permit Application and is revocable by the Town at any time. In the event of emergency circumstances or in the event the Town finds that a threat to the public health or safety exists or Permittee violates the conditions of this Agreement, including social distancing guidelines, the Permit may be revoked and terminated by the Town verbally, effective immediately, followed by prompt written confirmation. Failure to abide by all applicable Broward County Emergency Orders in connection with the event will immediately result in the event being suspended by the Town and all those in violation of a Broward County Emergency Order will be immediately removed from the premises and may be subject to civil or criminal penalties. Permittee may terminate the Permit upon written notice to the Town.
7. **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties agree that venue for any legal action instituted in connection with this Agreement shall be proper exclusively in Broward County, Florida, in a court of competent jurisdiction. THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THIS AGREEMENT.
8. **No Assignment.** Neither the Permit nor this Agreement is assignable by Permittee without the Town's express written approval, which may be withheld for any reason.

IN WITNESS WHEREOF, the parties have hereto set their hands, on the day and year as set forth herein.

PERMITTEE

By: 

Print: BENZION SINGER

Date: 11-6-20

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

Town Manager



Town Commission Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Linda Connors

Submitting Department: Development Services

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title:

Proposal by Broward County Transit (BCT) to relocate Bus Stop 946 and install a new shelter and associated amenities in front of 2000 S Ocean Boulevard (Royal Coast condominium) (Linda Connors, Development Services Director)

Explanation: Broward County Transit has been working with Town staff for over a year to review the location and design of bus stops within the Town and determine which stops can accommodate a new shelter. In some cases, to provide a bus shelter, relocating the existing stop is necessary to address safety and access issues.

One such instance is Bus Stop 946, which is currently located at the Town's northern beach access area between Royal Coast condominium and the Sea Watch restaurant. BCT has stated that it is necessary to relocate the bus stop closer to the cross walk (and Royal Coast condominium) and away from the beach access area for the following reasons:

- The current/existing location does not have enough available right-of-way (ROW) to construct the approved prefabricated transit shelter, the applicable site amenities and associated ADA infrastructure.
- The right-of-way in front of 2000 S Ocean Boulevard is sufficient for BCT to be able to install the new shelter and supporting infrastructure without requiring an easement from the property.
- The proposed location in front of Royal Coast provides enough available ROW and a delineated crosswalk for pedestrian traffic as well as a nearby traffic light, resulting in a much safer alternative.

There has been opposition from the residents of 2000 S Ocean Boulevard (Royal Coast condominium). The residents have cited concerns about safety, use of the shelter by the homeless, conflicts with the adjacent crosswalk, and others. Most request that the bus stop either stay where it is or be relocated to the area in front of the Sea Watch Restaurant, located to the south of Royal Coast. The area in front of the Sea Watch restaurant to the south of existing bus stop was considered at this location passengers would end up being discharged

at a bus stop without a clearly delineated crosswalk and traffic light to permit safe pedestrian foot traffic to cross AIA.

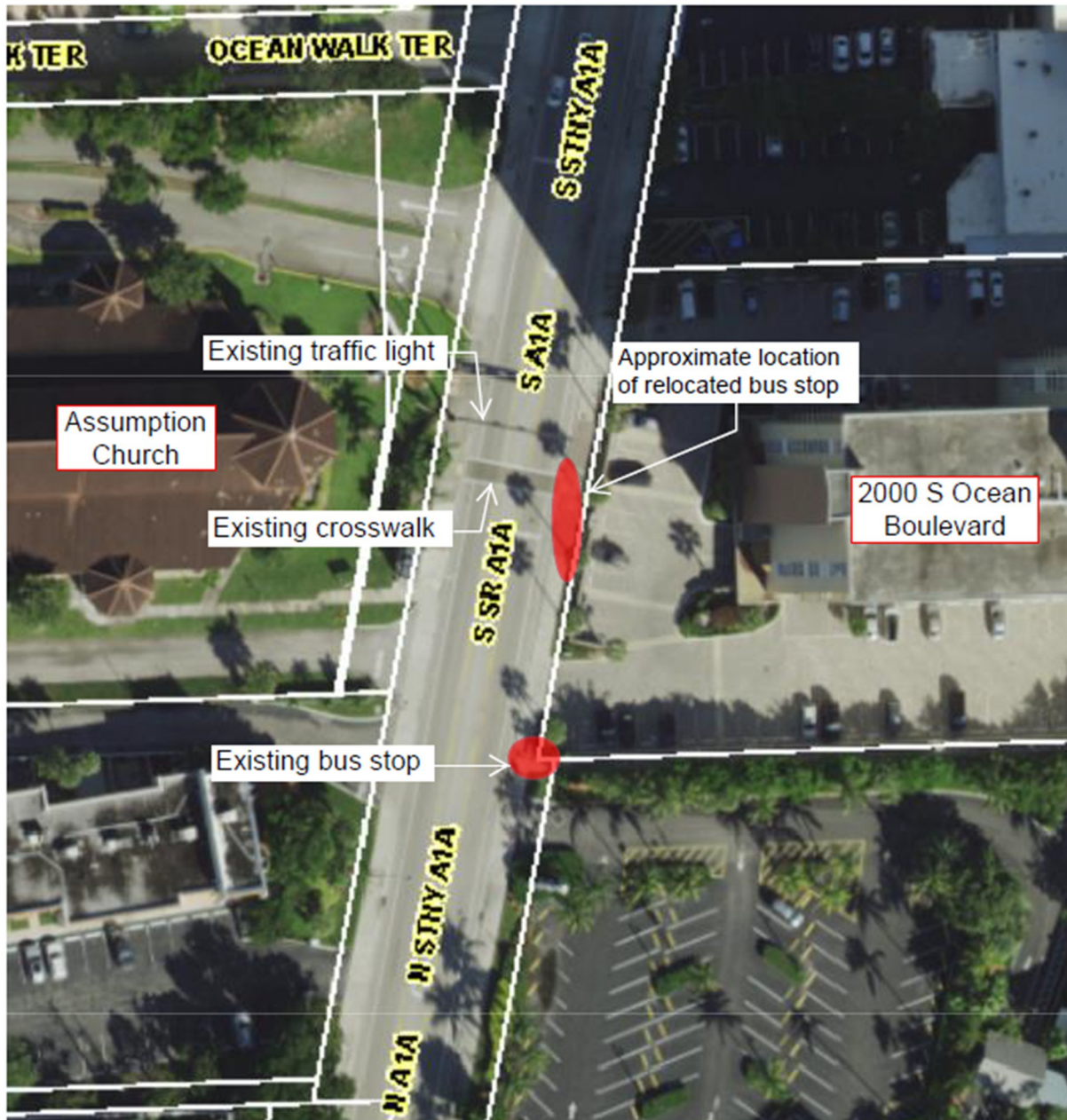
BCT staff will be available at the Commission meeting to answer any questions regarding the shelter project and this specific location.

Recommendation:

Staff is recommending that the Town Commission consider BCT's request and make a recommendation regarding the relocation.

Attachments:

1. Graphic showing area of existing and proposed bus stop/shelter
2. Public Comments
3. Letter from Royal Coast President of Board of Directors - 2010



2000 S Ocean Boulevard – Bus Stop #946 – proposed relocation

Stuart Dodd, resident (313 words) – Pedestrian Plan

Mayor, Vice Mayor, Commissioners, and Town staff

I read with interest the 121 page report on Pedestrian circulation plan study and hope it won't be another report that gets shelved only to gather dust. I see three accidents on El Mar – two pedestrian and one vehicular. The following questions need to be asked

- 1) Was alcohol involved?
- 2) Did they occur at intersections?

If at inter-sections then consider the expenditure of some more white paint. How about painting the word "Stop" in the roadway? At Datura it is completely faded and at Hibiscus completely missing. I would go on to ask if only 3 accidents in seven years, then why do we need a 6-foot buffer between pedestrians and cars as accidents at junctions aren't going to benefit from the buffer zone. I would guess that in seven years there has not been one accident where a car wandered off course and on to the sidewalk. Yet one of the current El Mar Drive plans for this beautiful road brings it down to one lane, a wide sidewalk and a buffer zone leaving a useless left over piece that is good for nothing.

Next, I would ask where we can better spend the money to prevent more accidents. Try analyzing Bouganvillea southbound. You don't need a degree in road engineering to notice why there is a problem. Just drive down it and look carefully - there has been no expenditure in any paint whatsoever. There is absolutely nothing to show the edge of the sidewalk and the beginning of the roadway. At least consider a yellow line or even painting a chevron in the valley gutter as well. It may not appear as an option in that "Green book" but if it improves safety, slows the traffic and prevents more accidents then I vote for it.

Many thanks for listening

Respectfully

Joseph Sorrentino, resident – Bus Shelter

I am against a bus shelter in front of our building. We are not a transient building this is our home. Right now, we have the public walkway for the beach and deal with loss of privacy and intrusion by the curious. Why not move it in front of the Sea Watch, a business property if there needs to be a bus shelter.

Wayne Wagner, resident – Bus Shelter

I understand that a proposal has been made to install a bus stop in front of Royal Coast Condominium. We have owned our unit at Royal Coast for over 40 years and strongly oppose that location since it would obstruct our signs and make it even more difficult to locate our entrances. A bus stop could be located in nearby locations that wouldn't have that effect. Thanks.

Kathleen Timberlake, resident – Bus Shelter

I am writing in response to the proposed bus shelter in front of the Royal Coast condominiums at 2000 S. Ocean Blvd. in Lauderdale by the Sea. I am not in favor for the following reasons. There are very few people that catch the bus at this stop. As well, there is a public access to the beach and the Sea Watch restaurant is next door. It is a high traffic Auto area, and again, not a high traffic pedestrian/bus user area.

I see other areas in Broward that do seem to have a large number of bus users and the money should be spent in those areas. As well, most of the bus shelters in the area, such as the one at Federal and Commercial seem to be a shelter, not for bus passengers but for the homeless. I definitely am not in favor of that.

Valerie Yianacopolus, resident - Bus Shelter

Why would you put a bus shelter right In front of our building 2000 S Ocean Blvd. Put it in front of Sea Watch that's a business. We are a resident that people live in. We don't wanna look out our windows and see homeless people lying in the shelter. Which you know happens. That depreciates the value of our building. Also look at the revenue that our building gives the community. Also please consider the homeless will be urinating and taking bowel movements that carry diseases that can be fatal.

Please think about your locations prior to setting up shelters.

Karen Blake, resident - Bus Shelter

I understand there's a proposal for a shelter for the bus stop that is already in existence in front of Royal Coast Condominiums (2000 S. Ocean Blvd). I am in favor of adding the shelter because it might help commuters stay dry (especially considering all the recent rains we've had). Other shelters I've seen around town seem very stylish. I would strongly oppose it, however, if it took on any advertising or other signage at all. It would cheapen the look and might create legal issues for the city.

Anything we can do to encourage mass transit should be approved in this day and age, provided it is warranted by the numbers, effective, and maintains a stylish appearance.

Be well.

Jim and Maureen Merrow, resident - Bus Shelter

We are opposed to a bus Shelter in front of our building Royal Coast Condo. We think it would detract from the aesthetics of the building. We suggest you move it in front of the Sea Watch Restaurant.

Diane Luongo, resident - Bus Shelter

I am writing today in opposition to Broward County Transit's proposed plan to place a Bus Shelter in front of Royal Coast Condos at 2000 S Ocean Blvd. It will not only distract from the front of our building but cause visibility and access issues for those entering and existing our property.

A more logical place to locate a Bus Shelter with clear visibility would be in front of Sea Watch as they have more footage between their entrance and exits. Additionally, a bus shelter there would position the bus before the stop light vs under it and avoid blocking access to restaurant.

Hope you will consider my concerns Thank you.

Tony Marzuka, resident - Bus Shelter

Dear All,

I knew today that You are planning to install a Bus Shelters in front of the Building located 2000 S Ocean Boulevard in Lauderdale of the Sea. If You do it, It could be very dangerous to enter and exit the building with a car. Please consider installing the Bus Shelter in front of SEA WATCH Restaurant. It is better for everybody

J. Harasymchuk, resident - Bus Shelter

Would make more sense to have the shelter in front of the Sea Watch restaurant which is just a few feet south.

Michael and Marie Connelly, resident - Bus Shelter

My wife Marie and I, long-time residents of the Royal Coast Condominiums, vigorously protest the plans to move the bus stop currently near the Sea Watch restaurant, to squarely in front of the Royal Coast. A simple question--Why? What is the driving force behind such an ill-conceived plan?

Do you not realize that such a move will place it directly in the crosswalk by the traffic signal? This makes no sense. Many of our residents are elderly and parishioners at Assumption Church. Many walk and some drive across to the church. Having the crosswalk blocked would present a potentially dangerous situation for pedestrians who will not be able to have a clear view of northbound traffic on A1A, many of whom drive very fast. As you are aware, there is also a Beach Access path within mere feet of our south entrance driveway. The light is actively used by all those going to the beach from the west side of A1A. They would also be negatively impacted by such a move.

More than anything, I ask once again, "WHY?" How is this supposed to be an improvement when so many people would be inconvenienced? In these very difficult times, which, unfortunately, are not forecasted to go away any time soon, do we need such unnecessary government intervention in our lives? We respectfully implore you, therefore, to abandon this plan and allow things to remain the way they have been for so many years without creating any problems that we have ever heard of. Thank you very much.

Marie McColl, resident - Bus Shelter

I am resident in Royal Coast we have bus stop on side between public beach entrance and our entrance not to much space to put bus shelter there there's beach there right now it wouldn't be practical or looking nice voting against it.

Thank you

Maria Vlasaty - Bus Shelter

Why propose a bus shelter in front of a beautiful building?
What are the other options?

Bill Noraian, Board Director– Bus Shelter

Placing a bus shelter in front of our building, the Royal Coast, was discussed in past years, and it was decided that it was a bad location. There should not be a bus stop there because there is not enough room. We presently have a traffic signal with a crossing walkway in front of the building. The Royal Coast has two driveways...an entrance and exit. There is a church across the street from us; It has two driveways. There is another driveway across the street for the condos behind the church. There is an easement to the beach alongside our property. Sea Watch has a driveway next to it. A bus shelter in front of the Royal Coast would create traffic complications and confusion on already busy A1A. Another location for the shelter would make more sense.

Douglas Hamilton, resident - Bus Shelter

I wish to voice my objection to placing a bus shelter in front of the Royal Coast Condominium where I live.

Eugene and Maria Smith, resident - Bus Shelter

Good afternoon.

We would like to make a comment regarding the proposed bus shelter location near 2000 South Ocean Blvd. We don't think having it placed directly in front of a private residence is the best choice. A more suitable location would be near the exit driveway of the Sea Watch as that is a commercial property. We are not suggesting placing it directly in front of the restaurant, but placing it near their driveway would not be as obtrusive as placing it in front of a private residence.

The location of the south bound bus shelter is close to the drive that leads out of the church. This is a satisfactory location as this is considered more of a public property.

Thank you for considering our request.

Lee Ann Linder, resident - Bus Shelter

Please do not put a bus shelter in front of the Royal Coast. Sometimes I have a difficult time making a left hand turn out of the building. If a bus is stopped to load/unload passengers and bicycles, my view will be further obscured on busy A1A.

Thanks

Patricia and Maurice Martin, resident – Bus Shelter

We are residents of Royal Coast Condominium. We do not agree to a bus shelter being located outside Royal Coast Condominium, 2000 South Ocean Boulevard, Lauderdale by the Sea. We feel this would be very dangerous for residents and visitors driving in and out of the building.

Kenneth A Zinner, resident – Bus Shelter

It will take away from the beautiful look of our Royal Coast Condo. Put it in front of the Sea Watch.

Catherine Ryan, resident – Bus Shelter

I oppose the proposed bus shelter to be laced in front of 2000 South Ocean Blvd. There is an existing bus stop with a bench between the Royal Coast and Sea Watch Restaurant. I see no reason for this additional expense.

In addition, any bus stopping farther up from that point will block the pedestrian cross way. This will add inconveniences to everyone: motorists and pedestrians alike.

Gunseli Jen Babacan, resident – Bus Shelter

The property in front of our residential building, the Royal Coast Condominium is very narrow & could not & should not house a bus shelter. A more viable option would be to place the bus shelter next door in front of the Sea Watch restaurant, a commercial property where there is already a bus stop between our building & the restaurant.

We the owners in the building strongly urge that you reconsider this option which you're planning on imposing on us.

Thank You

Bill Webster – Bus Shelter

The Board of Directors, Management and Residents oppose this project placement for multiple reasons as follows

1. First and foremost is “safety”. Royal Coast has only one entrance (south) and one exit (north). A parked bus will obstruct vision to attempt ingress and egress from our property. Current code compliant signage exacerbates the problem with limited visibility.
2. We have many elderly residents using pedestrian access to the church across the street. This presents another obstacle.
3. The project location creates additional chaos by locating beach access, a traffic light, 2 building driveways and pedestrian crosswalk in a 100 linear foot space.
4. The town’s risk management will increase their exposure with the option presented.
5. Landscape will be compromised around the perimeter of the shelter on our property due to limited space.

Alternatively, the linear stretch between the entrance/exit of Sea Watch Restaurant is at least 3 times that of Royal Coast. Why not there? Is there a planning board meeting scheduled for us to attend?

This issue was previously addressed in 2010. Letter attached.

Jean Cilente, resident – Bus Shelter

Please be advised that putting a bus shelter in front of our building would be unsafe for pedestrians since we have an entrance to our garage and an exit to our garage out front. Why can't you put one in front of Sea Watch???

Thank you

Rose Ann Scamardella , resident – Bus Shelter

I am a full-time resident at 2000 Ocean Blvd. A bus bench/stop in front of this building would be a real safety hazard.

We have the entrance to our building immediately adjacent to the exit of Sea Watch Restaurant— plus a traffic light and entrance to Catholic Church across the street. Add a bench/ bus stop and CRASH. It makes so much more sense to put it in front of Sea Watch, a commercial establishment.

Thank you,

Les and Judy Cole, resident – Bus Shelter

As longtime residents of Royal Coast Condominium, we are strongly opposed to the relocation of the bus shelter to the front of this residence. There are numerous concerns for safety in the area in front of the building. With the existing traffic light and pedestrian crossing, this is a busy section for car and foot traffic. Busses standing or stopped would impact visibility for both the northbound and southbound lanes of A1A as well as impede the entrance and exit traffic for the condominium. Pedestrians would be presented with additional vehicles around which to maneuver when trying to cross this busy roadway. Furthermore, Assumption Church generates a significant amount of pedestrian and automobile traffic adding to an already busy area.

Thank you for your consideration.

lkusper@aol.com

Please do NOT build a bus shelter at 2000 s ocean blvd!!!!

rpdevincent@comcast.net

I am not in favor of a sheltered bus stop in front of my building!

H. William, resident – Bus Shelter

Great idea

Thanks

Donna Keller, resident – Bus Shelter

The property in front of our residential building, the Royal Coast Condominium is very narrow & could not & should not house a bus shelter. A more viable option would be to place the bus shelter next door in front of the Sea Watch restaurant, a commercial property where there is already a bus stop between our building & the restaurant.

We the owners in the building strongly urge that you reconsider this option which you're planning on imposing on us.

Thank you

Royal Coast Condominium Association, Inc.

2000 South Ocean Boulevard, Lauderdale-By-The-Sea, Florida 33062 / Phone (954) 781-9791 • Fax (954) 781-0095



September 24, 2010

Ralph Bentley
Interim Assistant Town Manager
4501 Ocean Drive
Lauderdale By The Sea, FL 33308

Dear Mr. Bentley:

We have learned that the State of Florida Department of Transportation's plans for the proposed work on state road A1A call for a number of changes in front of Royal Coast Condominiums located at 2000 South Ocean Blvd (STA 58 plus 20 to STA 61 plus 20, approximately).

Specifically, the plans identify the moving of the bus stop sign to STA 59 plus 95 and the relocation of the newspaper boxes from STA 62 plus 20 to STA 59 plus 40. These proposed moves place the bus stop, a bench, and the newspaper boxes directly in front of the Royal Coast Condominium, a private residence. Currently, these items are in front of commercial properties, namely, Sea Watch Restaurant and Native Sun, a timeshare facility.

We protest this move and respectfully, but strongly, urge you to have these sites remain where they are, in front of commercial properties and not between the two driveways of Royal Coast. The placement of these items in the proposed location also presents a potential safety hazard for our many elderly residents with reduced visual and ambulatory capacity who may now have difficulty seeing our driveway when entering from the north, and also having to negotiate all of these items as pedestrians when going to the crosswalk to attend the Catholic church directly across from us, as many of our residents do to attend mass.

Thank you very much for your prompt attention to this matter and please contact us to advise us if there is anything further we need to do to insure that these proposed changes do not take place.

Yours truly,

Robert Bellantoni
President, Board of Directors
Royal Coast Condominiums.

Copies to:
Roseann Minnet, Mayor
Stuart Dodd, Vice Mayor
Birute Ann Clotney, Commissioner
Scott Sasser, Commissioner

Joyce M. Murray 2000 S. Ocean Blvd #12E Lauderdale-By-The-Sea, FL 33062

October 13, 2010

Mr. Bob Bentley
LBTS Assistant Manager
4501 N. Ocean Blvd
Lauderdale By The Sea, FL 33308

Dear Mr. Bentley:

During a recent meeting at the Royal Coast Condominium, our Board of Directors mentioned that in the relatively near future, FDOT will be making improvements to the streetscape along State Road A1A in front of our property. As described to us, the proposed improvements include a bus shelter, news-vendor boxes, and small shrubs to be placed in front of the Royal Coast Condominium.

It appears that the bus shelter and news-boxes might present a visual safety hazard to our residents, and on-coming traffic, as we attempt to exit our driveway on the north side of the property. Limited sight lines could also create a safety hazard to pedestrians as they navigate the sidewalk.

Perhaps the current bus stop in front of the beach access path (south of the Royal Coast entrance driveway) could be relocated further south on A1A between the entrance and exit driveways of our commercial neighbor, the Sea Watch.

There are news vendor boxes in front of the commercial property north of the Royal Coast and it seems needless to move them. We currently have the stop light pole in the center of the front of our property where church and beach goers often congregate while waiting for the light to change.

As plans move forward, please review this situation and take these concerns into consideration for the safety of the residents and visitors in Lauderdale By The Sea.

Thank you for the work you do to make our home town a really delightful place to be.

Sincerely,

Joyce Murray 

PC: Mayor Minnet, LBTS



Town Commission Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Ken Rubach

Submitting Department: Municipal Services

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title:

Contract with PayByPhone Technologies, Inc. for Payment of Parking Fees by Phone (Ken Rubach, Public Works)

Explanation:

Recommendation:

Attachments:

[CoverPage.pdf](#)

[PayByPhone Piggyback Agreement Reso.pdf](#)

[PayByPhone Piggyback MPA Agreement - Lauderdale By The Sea_ \(002\).doc.pdf](#)



Town Commission Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Ken Rubach

Submitting Department: Public Works

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title:

Contract with PayByPhone Technologies, Inc. for Payment of Parking Fees by Phone
(Ken Rubach, Public Works)

Explanation:

The Town first started offering visitors the option of using their phones to pay for parking in 2011. At that time, the Town piggybacked the City of Fort Lauderdale's contract with Verrus Mobile Technologies. In 2015, the Town Commission authorized a piggyback agreement based on the City of Miami's contract with PayByPhone Technologies, Inc. ("PayByPhone"). The agreement with PayByPhone is has expired and no further renewals are available. Town staff desires to enter into a new agreement with PayByPhone to continue to provide pay by phone services. The Town has chosen Pricing Option 3 below, which provides for a transaction fee of \$.27 to be paid by the consumer.

According to data from the Town's pay stations for the past 12 months ending October 2020, the Town's gross revenue from PayByPhone transactions was \$855,429 (or an average of \$71,285 per month) and the Town paid transaction fees to PayByPhone totaling \$55,924 (or an average of \$4,660 per month). PayByPhone accounted for approximately 41% of the Town's parking revenue (excluding cash from single space meters).

Staff is recommending a 5-year contract with the option to renew for two additional years via piggybacking on the agreement with the City of Miami.

	Pricing Tier	Pricing Tier	Pricing Tier
4 pricing options	The first 99,999	The next 150k	All transactions
Option 1 - PBP fee paid by MPA excl text	\$0.170	\$0.153	\$0.138

Option 1 - PBP fee paid by MPA incl text	\$0.220	\$0.203	\$0.188
Option 2 - PBP fee paid by MPA	\$0.20	\$0.18	\$0.16
Option 2 - Non-resident consumer pays text	\$0.10	\$0.10	\$0.10
Option 3 - PBP (convenience) fee paid by consumer	\$0.27		
Option 4 - PBP fee paid by MPA once transaction volumes exceed 600,000 per month	\$0.085		

Recommendation:

Staff recommends the Commission approve a new year 5 year agreement based off the Piggyback of the City of Miami Contract with the option to renew for an additional 2 years.

Attachments:

1. Resolution 2020-45
2. Piggyback Agreement
3. City of Miami Agreement and Amendments

RESOLUTION NO. 2020-45

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH PAYBYPHONE TECHNOLOGIES, INC. FOR PAY BY PHONE SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 30, 2014, the City of Miami Department of Off-Street Parking aka Miami Parking Authority, an agency and instrumentality of the City of Miami, entered into an agreement with PayByPhone Technologies, Inc. ("PayByPhone"), pursuant to the Miami Parking Authority's Request for Proposals No. 14-06 for Pay by Phone Services (the "Miami Agreement"); and

WHEREAS, the Town wishes to contract with PayByPhone, utilizing the Miami Agreement for pay by phone services; and

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

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to approve a piggyback agreement with PayByPhone for pay by phone services.

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

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

SECTION 2. Piggyback Agreement Approved. The Piggyback Agreement with PayByPhone for pay by phone services, attached hereto as Exhibit "A," is hereby approved.

SECTION 3. Authorization to Execute the Agreement. The Town authorizes the Town Manager or his designee to execute the Piggyback Agreement with PayByPhone, in

1 substantially the same form as the attached Exhibit “A,” together with such non-substantial
2 changes as are deemed necessary by the Town Manager and approved as to form and legal
3 sufficiency by the Town Attorney.

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

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

PASSED AND ADOPTED on this 10th day of November, 2020.

MAYOR CHRIS VINCENT

Attest:

Tedra Allen, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

AGREEMENT FOR PAY BY PHONE SERVICES

This Agreement is made this 27th day of October, 2020 between the Town of Lauderdale-By-The-Sea a municipal corporation, organized and existing under the laws of the State of Florida, whose address is 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308 (the “**Client**”) and PayByPhone Technologies, Inc., a British Columbia corporation authorized to do business in Florida with its principal place of business located at #403 - 1168 Hamilton Street, Vancouver, British Columbia, Canada (the “**Contractor**”).

WITNESSETH

WHEREAS, the Client wishes to enter into this Agreement (the “**Agreement**”) with PayByPhone for payment by phone services; and

WHEREAS, the parties wish to incorporate the terms and conditions of the Miami Parking Authority’s Request for Proposals for Pay By Phone Services RFP No. 14-06 (the “**RFP**”) and the Cooperation and Service Agreement dated November 30, 2014, as amended by Amendment 1 dated December 1, 2017 and Amendment 2 executed by Miami Parking Authority on December 20, 2019 (the “**Miami Contract**”) between the City of Miami Department of Off-Street Parking a/k/a Miami Parking Authority, an agency and instrumentality of the City of Miami, and PayByPhone into this Agreement; and

WHEREAS, the Client Purchasing Manual provides authority for the Client to select and contract through the use of the competitive selection process of another government entity as an exception to the Client’s otherwise required competitive selection process.

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

Section 1. TERM

The term of this Agreement commences upon full execution hereof and continues until November 30, 2025, provided the Miami Contract remains in effect. Upon the expiration of the initial five-year term of this Agreement, the Client Manager shall have the option to extend this Agreement for two additional consecutive one year renewal terms provided all terms, conditions and specifications remain the same and both parties agree to the extension, and provided the Miami Contract remains in effect.

Section 2. CONTRACT TERMS

PayByPhone agrees to provide the PayByPhone mobile payment service on the same terms and in the same manner as set forth in the Contract, except as otherwise provided herein. All recitals, representations, and warranties of PayByPhone made by PayByPhone in the Miami Contract or in

response to the RFP are restated as if set forth fully herein, made for the benefit of the Client, and incorporated herein, except that all references to the “MPA”, “Miami Parking Authority”, or “City of Miami” are hereby replaced with the “Client”, including the requirement to be named as additional insured on the required liability policies. Prior to PayByPhone’s commencement of services pursuant to this Agreement, PayByPhone shall deliver to Client, in a form acceptable to Client, in its sole discretion, upon execution of this Agreement all required certificates of insurance described in the Miami Contract, naming the Town of Lauderdale-By-The-Sea as an additional insured.

Section 3. PRICING AND PAYMENT

Appendix A to Amendment 2 of the Miami Contract is attached as Exhibit “A” to this Agreement. Client has chosen Pricing Option 3 in Exhibit A.

Section 4. ASSIGNMENT

Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. NOTICE

Notwithstanding Section 10.9 of the Miami Contract, notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

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

For Contractor: PayByPhone Technologies Inc.
Maggie Clay
#403 - 1168 Hamilton
Street, Vancouver, British
Columbia, Canada

Section 6. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 7. ENTIRE AGREEMENT

This Agreement, including the Miami Contract, the RFP and PayByPhone's response to the RFP, sets forth the entire agreement between PayByPhone and Client with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 8. MODIFICATION

This Agreement modifies the following section of the Miami Contract as follows.¹

7.1 SECTION 4.1 SIGNAGE

The second paragraph of the section is deleted in its entirety.

10.3 GOVERNING LAW

This Agreement, and all matters relating hereto, shall be governed in all respects by the laws of the State of Florida, excluding the application of any conflict of law principles and/or rules. The parties hereby agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the competent courts located in ~~Miami-Dade~~ Broward County and consent to the personal and exclusive jurisdiction and venue of these courts.

10.17 SCRUTINIZED COMPANIES

- a. PayByPhone certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if PayByPhone or its subcontractors are found to have submitted a false certification; or if PayByPhone, 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. PayByPhone agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- c. 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.

10.18 ETHICS

- a. PayByPhone 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 Client, 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.

¹ Changes to existing language in the Miami Contract are shown by underlining; proposed deletions from the Miami Contract are shown by ~~strike through~~.

- 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. Compliance with Applicable Law: PayByPhone 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. PayByPhone covenants that it will conduct no activity or provide any service that is unlawful or offensive.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

The Town of Lauderdale-By-The-Sea

PayByPhone Technologies Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT “A”

**APPENDIX A TO AMENDMENT 2 EXECUTED ON
DECEMBER 20, 2019 TO COOPERATION AND SERVICE
AGREEMENT
BETWEEN**

MIAMI PARKING

AUTHORITY AND

PAYBYPHONE TECHNOLOGIES INC.

APPENDIX A

	Pricing Tier 1	Pricing Tier 2	Pricing Tier 3
4 pricing options	The first 99,999	The next 150k transactions/	All transactions
Option 1 - PBP fee paid by MPA excl text	\$0.170	\$0.153	\$0.138
Option 1 - PBP fee paid by MPA incl text	\$0.220	\$0.203	\$0.188
Option 2 - PBP fee paid by MPA	\$0.20	\$0.18	\$0.16
Option 2 - Non-resident consumer pays text	\$0.10	\$0.10	\$0.10
Option 3 - PBP (convenience) fee paid by consumer		\$0.27	
Option 4 - PBP fee paid by MPA once transaction volumes exceed 600,000 per month		\$0.085	



Town Commission Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Linda Connors

Submitting Department: Development Services

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title:

Collection of Sidewalk Cafe Fees for FY21 (Linda Connors, Development Services Director)

Explanation: The Town collects right-of-way (ROW) fees from restaurants that use our sidewalk café for outdoor seating. The Town charges \$18 per square foot used for sidewalk café east of Seagrape Drive and \$10 west of Seagrape Drive. Last FY20, the Town collected \$40,000 in sidewalk café fees. There are 11 restaurants that have sidewalk cafés and we budgeted \$50,000 sidewalk café fees in FY20. FY21 we budgeted \$35,000. Fees for the use of the ROW are collected in October.

Town staff understands that COVID19 has been difficult for our businesses and that it has been challenging for them to keep their doors open. Because of this, we have delayed billing the restaurants for the use of the ROW. We have heard the Commission suggest they are interested in supporting the businesses during this time and have seen such support with the expansion of the sidewalk café areas into parking spaces, relaxation of signage and the extension of time to collect fees associated with the annual business tax.

To further support the businesses, staff is suggesting that the Commission consider approve a six-month reprieve for paying the sidewalk café fees. The Commission could revisit the need to extend this reprieve in March, if the effects of COVID continue to impact the restaurants.

Recommendation:

Commission consider exempting restaurants from paying sidewalk cafe fees for 6 months of the FY21 budget year.



Town Commission Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Bill Vance

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title:

Visitor Center Improvements (Bill Vance, Town Manager / Ken Rubach, Public Works)

Explanation:

State Contracting and Engineering Corporation (SCEC) has provided a cost estimate for improvements to the Visitor Center. Attached is their Rough Order of Magnitude outlining the cost of the project. \$75,000 has been budgeted in FY21 in the CIP for these improvements.

Recommendation:

Staff recommends the Commission approve the Rough Order of Magnitude in an amount not to exceed \$74,932.00

Attachments:

1. SCEC Rough Order of Magnitude



PROJECT COST ESTIMATE
Lauderdale by the Sea
Visitor Center: Interior Remodel

Submitted Nov. 5, 2020
5391 N. Nob Hill Rd.
Sunrise, FL 33351
P: 954.923.4747, ext 103
Contact: Paul Carty, LEED AP
pcarty@statecontracting.com

The following outlines the documents and general qualifications of our cost estimate.

Preliminary Project Layout Documents as follows:

1. Sheet A1 & ME1 submitted by Hansen Associates on 11.3.20.
2. Site Walk through by SCEC.

Clarifications, qualifications, and exclusions stated by SCEC in this document take precedence over the documents presented.

GENERAL QUALIFICATIONS:

1. Project duration will be 10 weeks from issuance of permit.
2. Cost estimate does not include Builders Risk or Professional Liability Insurance.
3. Cost estimate does not include any permit fees.
4. SCEC will coordinate hours of work assuming that work can be done during regular work hours.
5. SCEC will provide daily clean-up and protect areas adjacent to our scope of work.
6. A designated area will be coordinated with LBTS for staging as needed.
7. It is understood that space will be closed during remodeling and SCEC will have full access to site.
8. Cost estimate does not include FF&E, signage, and window treatment.
9. Cost estimate does not include any work to the storefront door.
10. Cost estimate does not include any scope of work to the building exterior including but not limited to paint, flooring, landscaping, site improvements and parking areas.

SCOPE OF WORK IS DEFINED A FOLLOWS:

1. Demolition of walls, doors and items identified with those areas to accommodate new layout.
2. Provide a new visitor's desk with ADA compliance and a Break-Room counter.
3. Provide new door/frame and hardware were designated on plans.
4. Provide new partition walls were designated on plans with 3 5/8" track/studs and 5/8" drywall finished.
5. Paint interior of space in its entirety.
6. Patch floor tile as needed to match as close as possible to existing were designated on plans.
7. Provide repairs to existing ceiling tile grid and replace damaged ceiling tiles to accommodate new layout.
8. Provide a water line to the refrigerator (by owner) for the ice maker.
9. Provide new/relocate outlets, new/relocate light switches, and relocate existing light fixtures to accommodate new layout.
10. Provide relocation of existing HVAC grilles to accommodate new layout. New ductwork/equipment/controls are not included.
11. Fire sprinklers/protection is not included in this scope of work.



COST ESTIMATE SUMMARY

Conceptual Estimate

LBTS Visitors Center

ESTIMATE NO./REF. Cost Estimate 110520
 PROJECT NUMBER: TBD
 LOCATION/OWNER: Lauderdale by the Sea
 BID DATE: TBD

1	2	3	4	5	6	7	8	9	10
Div. No.	CSI Cost Code	Bid Package	Description of Work	Bid Amount	Name of Bidder	Number Bids	% Low	Cost Per SF	M/SBE
Division 01 - General Requirements									
01	01 00 00	01100 ✓	General Conditions	20,130	SCEC	-	-	-	-
01	-	01450 ✓	Testing Services	-	By Owner	-	-	-	-
01	-	00360 ✓	Permits	-	Direct Reimburse	-	-	-	-
01	-	02210 ✓	GPR Survey	-	Not Required	1	-	-	-
Division 02 - Existing Conditions									
02	02 40 00	02220 ✓	Selective Demolition	4,767	Estimate	1	-	-	-
02	-	-	Misc Patching & Restoration	500	SCEC	-	-	-	-
02	-	-	Protection of Existing Surfaces	995	SCEC	-	-	-	-
Division 06 - Wood, Plastics & Composites									
06	06 41 16	06410 ✓	Plastic Laminate Architectural Cabinets	12,350	Estimate	1	-	-	-
Division 07 - Thermal & Moisture Protection									
07	07 84 00	07840 ✓	Firestopping	-	Inc. In Trades	-	-	-	-
Division 08 - Openings									
08	08 11 13	08100 ✓	Wood Doors / Frames	900	Estimate	1	-	-	-
08	08 71 13	08710 ✓	Door Hardware	-	Inc. in Doors/Frames	-	-	-	-
08	08 70 00	08700 ✓	Door & Hardware Install	500	Estimate	-	-	-	-
Division 09 - Finishes									
09	09 29 82	09260 ✓	Metal Framing and Gypsum Board	7,255	Estimate	1	-	-	-
09	09 30 00	09310 ✓	Tile Flooring + Finish	3,475	Estimate	1	-	-	-
09	09 51 23	09510 ✓	Acoustical Tile Ceiling	2,188	Estimate	1	-	-	-
09	09 90 00	09900 ✓	Painting + Wall Covering	3,235	Estimate	1	-	-	-
Division 10 - Specialties									
10	10 14 00	10400 ✓	Signage	-	NIC	1	-	-	-
Division 12 - Furnishings									
12	12 21 00	12510 ✓	Window Blinds	-	NIC	1	-	-	-
12			Furniture, Furnishing & Equipment (FF&E)	-	NIC	0	-	-	-
Division 21 - Fire Suppression									
21	21 00 00	13930 ✓	Fire Suppression Sprinkler System	-	NIC	1	-	-	-
22	22 00 00	15400 ✓	Plumbing	1,000	Estimate	1	-	-	-
Division 23 - Heating Ventilating and Air Conditioning									
23	23 00 00	50114 ✓	HVAC	900	Estimate	1	-	-	-
Division 26 - Electrical									
26	26 00 00	16050 ✓	Electrical	5,000	Estimate	1	-	-	-
Estimate Sub Total Direct Cost =				63,195					
OWNER'S CONTINGENCY				3,160					
GENERAL LIABILITY INSURANCE				796					
BUILDERS RISK INSURANCE				Not Required					
SUB TOTAL WITH INSURANCE				67,151					
BOND				969					
SUB TOTAL WITH BOND				68,120					
CM FEE				6,812					
SUB TOTAL WITH FEE				74,932					
Cost Estimate Grand Total =				74,932					

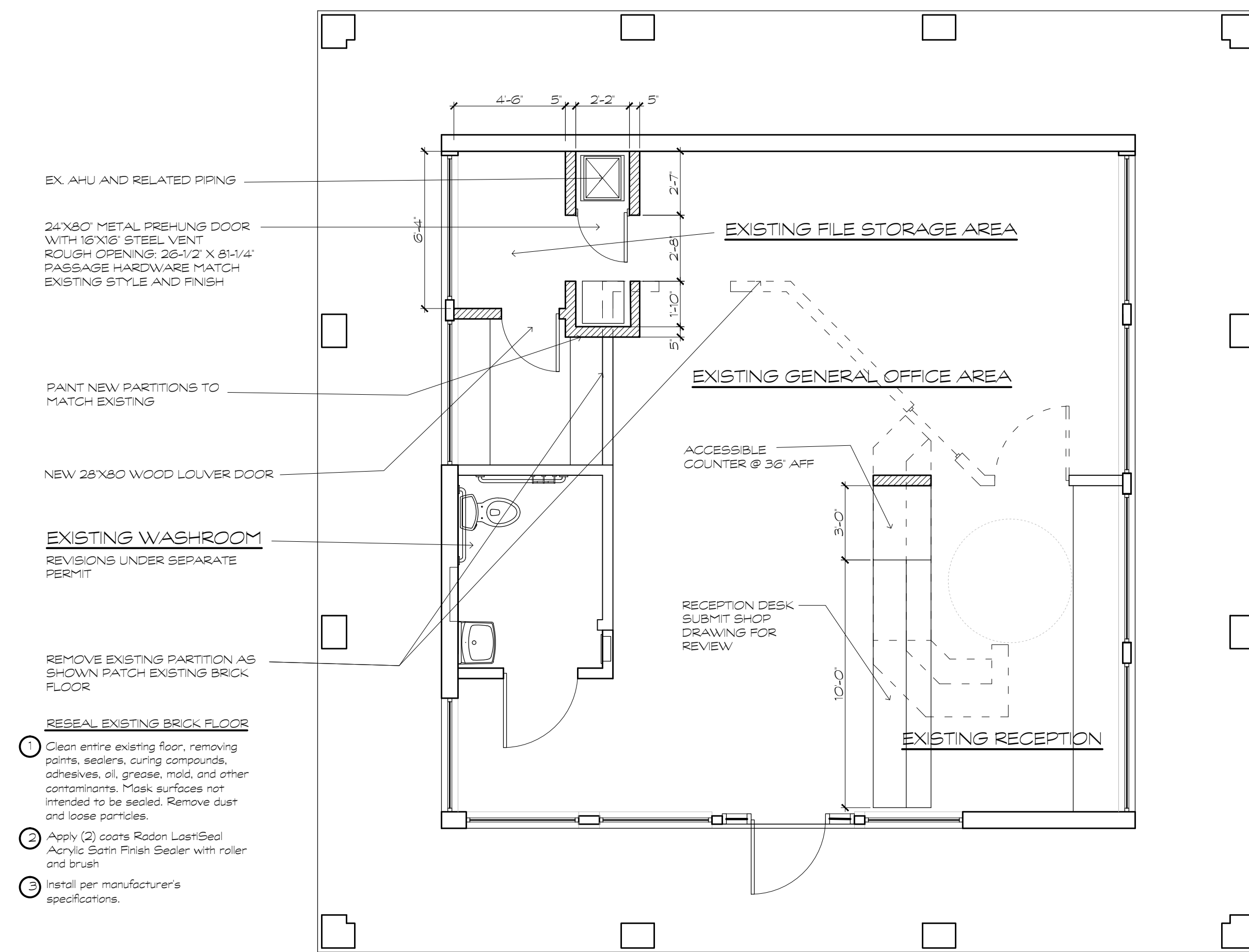
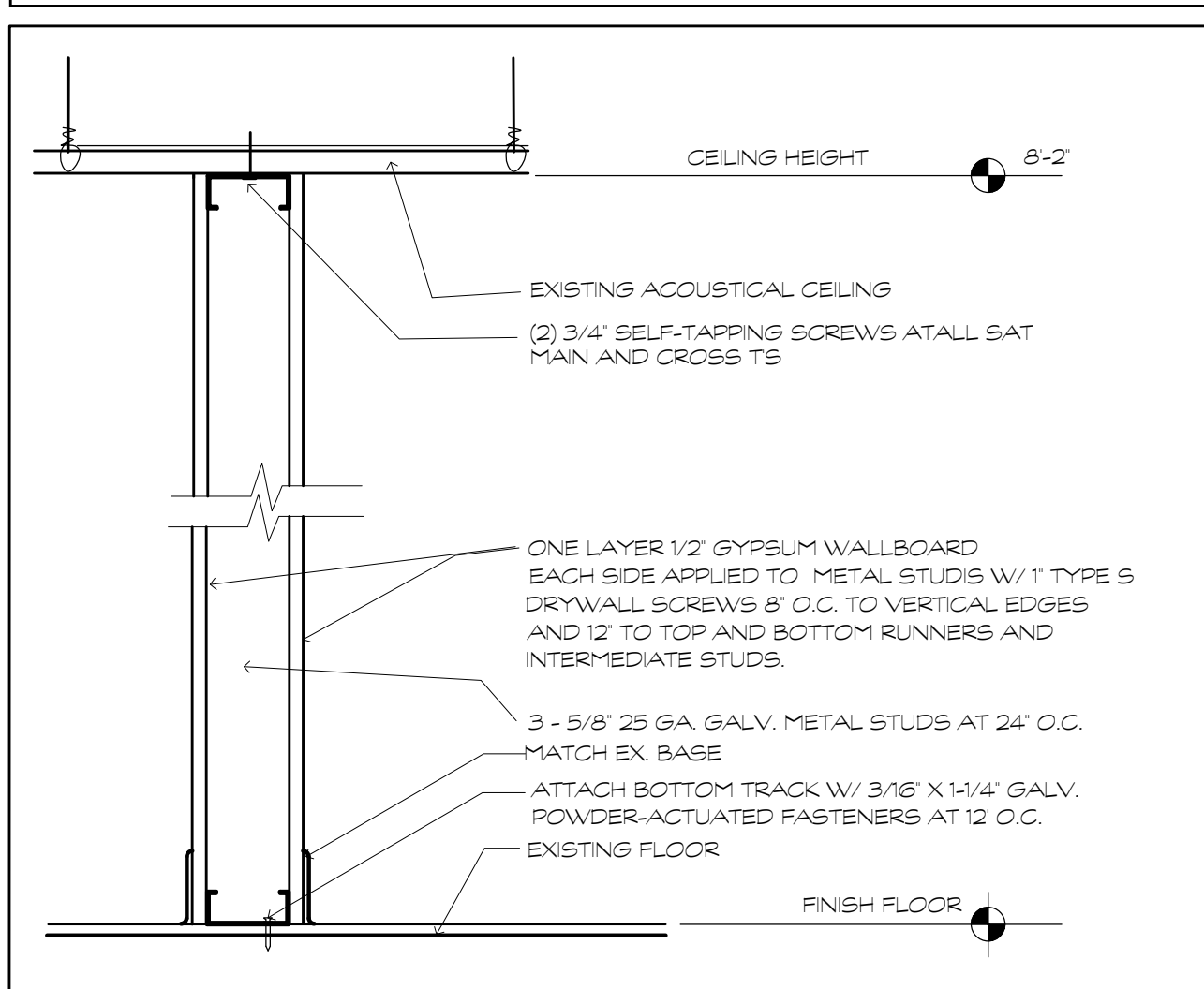
WALL LEGEND

	EXISTING WALLS TO REMAIN
	EXISTING WALLS TO BE DEMOLISHED
	NEW PARTITION (SEE DETAIL 01/A-1 BELOW)

DEMOLITION NOTES

1. PROVIDE PROPER PRECAUTIONS TO ENSURE SAFETY AND PREVENT DAMAGE TO EXISTING STRUCTURE, UTILITIES, AND EQUIPMENT SCHEDULED TO REMAIN.
2. REPAIR OR REPLACE DAMAGED ITEMS AT NO COST TO OWNER.
3. DISPOSE OF ALL WASTE MATERIAL OFF-SITE PER LOCAL CODES AND ORDINANCES, AND PAY FOR ALL FEES AND PERMITS FOR SAME.
4. REMOVE ALL COMPONENTS OF MECHANICAL, ELECTRICAL, AND PLUMBING ITEMS DESIGNATED FOR REMOVAL OR WITHIN GENERAL DEMOLITION AREA.
5. SEAL ALL OPENINGS WHERE ITEMS HAVE BEEN REMOVED FROM WALL OR FLOOR.
6. TAKE PRECAUTIONS TO MINIMIZE DUST AND POTENTIAL DAMAGE TO EXISTING HVAC SYSTEM TO REMAIN.
7. THOROUGHLY CLEAN DEMOLITION AREA UPON COMPLETION.

PARTITION DETAIL 01/A-1



FLOOR PLAN and DEMOLITION PLAN

0 1 2 3 4 5 6 8 12
SCALE IN FEET

/EAL

DATE

LEO CRAMER HAN/EN
REGISTERED ARCHITECT
STATE OF FLORIDA #9093

PRINT OR PDF FILE DATE

PRINTED FOR

DATE

☐ PRELIMINARY

☐ SITE PLAN REVIEW

☐ BIDDING

☒ PERMITTING

☐ CONSTRUCTION

☐ REVISION

☐ AS-BUILT

11-3-2020

REVISION/

NO.	DATE	DESCRIPTION
1		

/SYMBOLOGY KEY

DOOR NUMBER
DOOR TYPE

WINDOW NUMBER
WINDOW TYPE

KEY NOTE NUMBER

REVISION NUMBER

DETAIL NUMBER
DETAIL LOCATION

GENERAL NOTE/

VERIFY ALL DIMENSION/ AND EXISTING CONDITION/ AT THE SITE PRIOR TO THE FABRICATION OF ANY PORTION OF THE WORK.
IT IS THE INTENTION OF THE DRAWING/ TO INCLUDE ALL ITEMS NECESSARY FOR THE COMPLETION OF THE WORK.

PROJECT

INTERIOR ALTERATIONS
TO:
**CHAMBER OF
COMMERCE
LAUDERDALE
BY-THE-SEA**
4201 N Ocean Drive
Lauderdale-by-the-Sea FL

HAN/EN ASSOCIATES/
ARCHITECTURE AND DESIGN
520 SOUTH EAST 8TH STREET
FORT LAUDERDALE, FLORIDA
954-462-8925

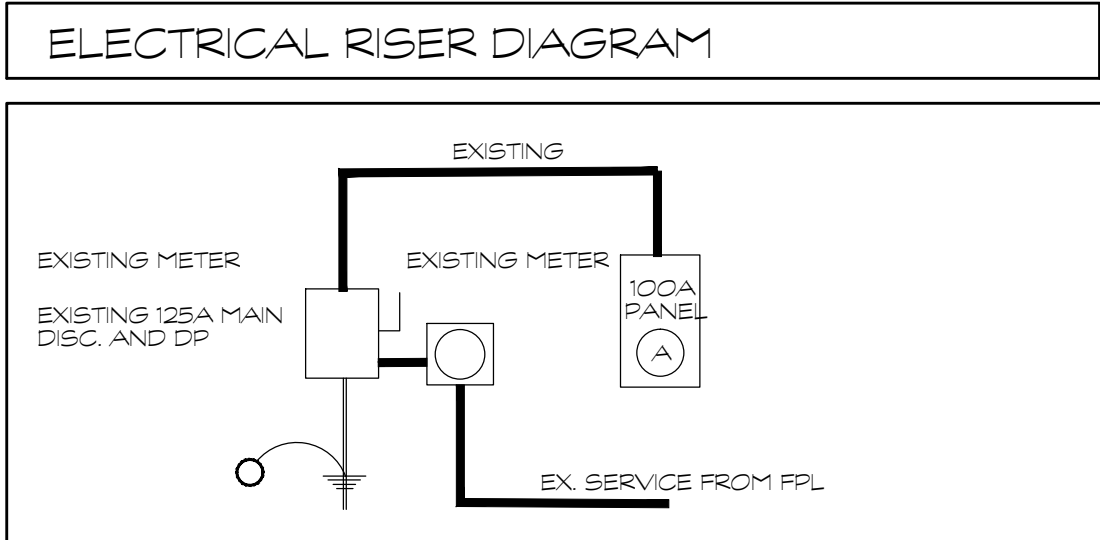
PROJECT NO.

19-013-2

DRAWING NO

A1

ELECTRICAL SYMBOLS			
	DUPLEX RECEPTACLE AT 18" AFF UNLESS OTHERWISE NOTED		SWITCH AT 48" AFF UNLESS OTHERWISE NOTED
	RELOCATE EX. RECEPTACLE		REMOVE EX. SWITCH
	WALL-MOUNTED LIGHT FIXTURE		EX. CEILING MOUNTED FAN AND LIGHT FIXTURE
	BREAKER PANEL		EX. SMOKE DETECTOR
	FUSIBLE DISCONNECT HARDWIRED TO PANEL		



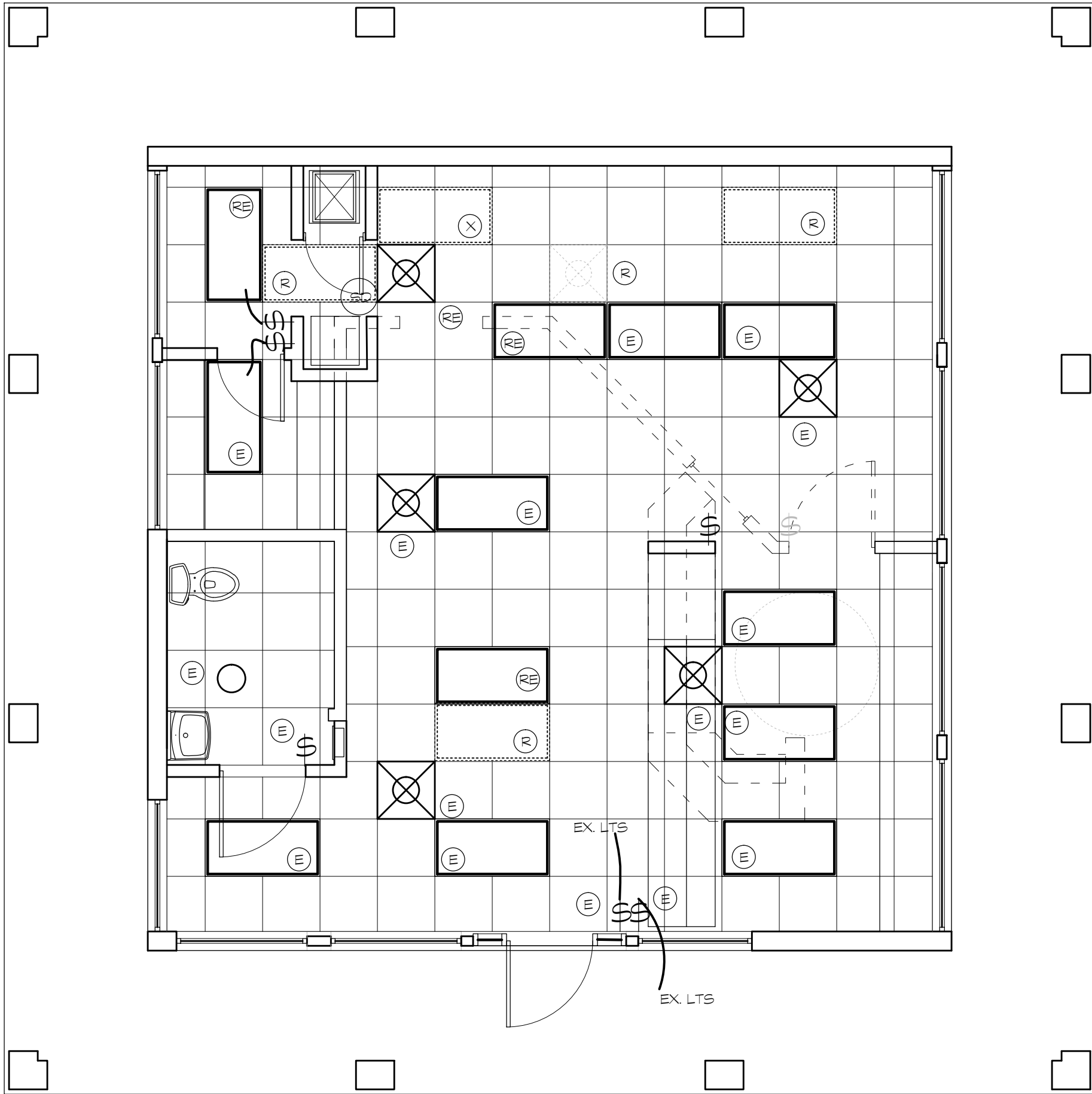
ELECTRICAL PANEL SCHEDULE							
PANEL	VOLTAGE	PHASE/WIRE	AMPS	FEEDER			
A	120/240V	1 PHASE 3 WIRE	100A	EXISTING			

CKT	BRK	DESCRIPTION	WIRE	CKT	BRK	DESCRIPTION	WIRE
1	20A	EX. LTS. & RECPTS		2	20A	EX. INSTANT WH	2#12
3	20A	EX. LTS. & RECPTS	EX.	4			
5	20A	EX. LTS. & RECPTS	EX.	6	20A	RELOCATE EX. UC REF.	#12/1/2" C.
7	20A	EX. BATH LTS. & FAN	EX.	8	20A	RELOCATE EX. MW	#12/1/2" C.
9	30A	EXISTING	EX.	10	20A	EX. LTS. & RECPTS	EX.
11			EX.	12	20A	EX. LIGHTING	EX.

ELECTRICAL PANEL SCHEDULE							
PANEL	VOLTAGE	PHASE/WIRE	AMPS	FEEDER			
DP	120/240V	1 PHASE 3 WIRE	125A	EXISTING			

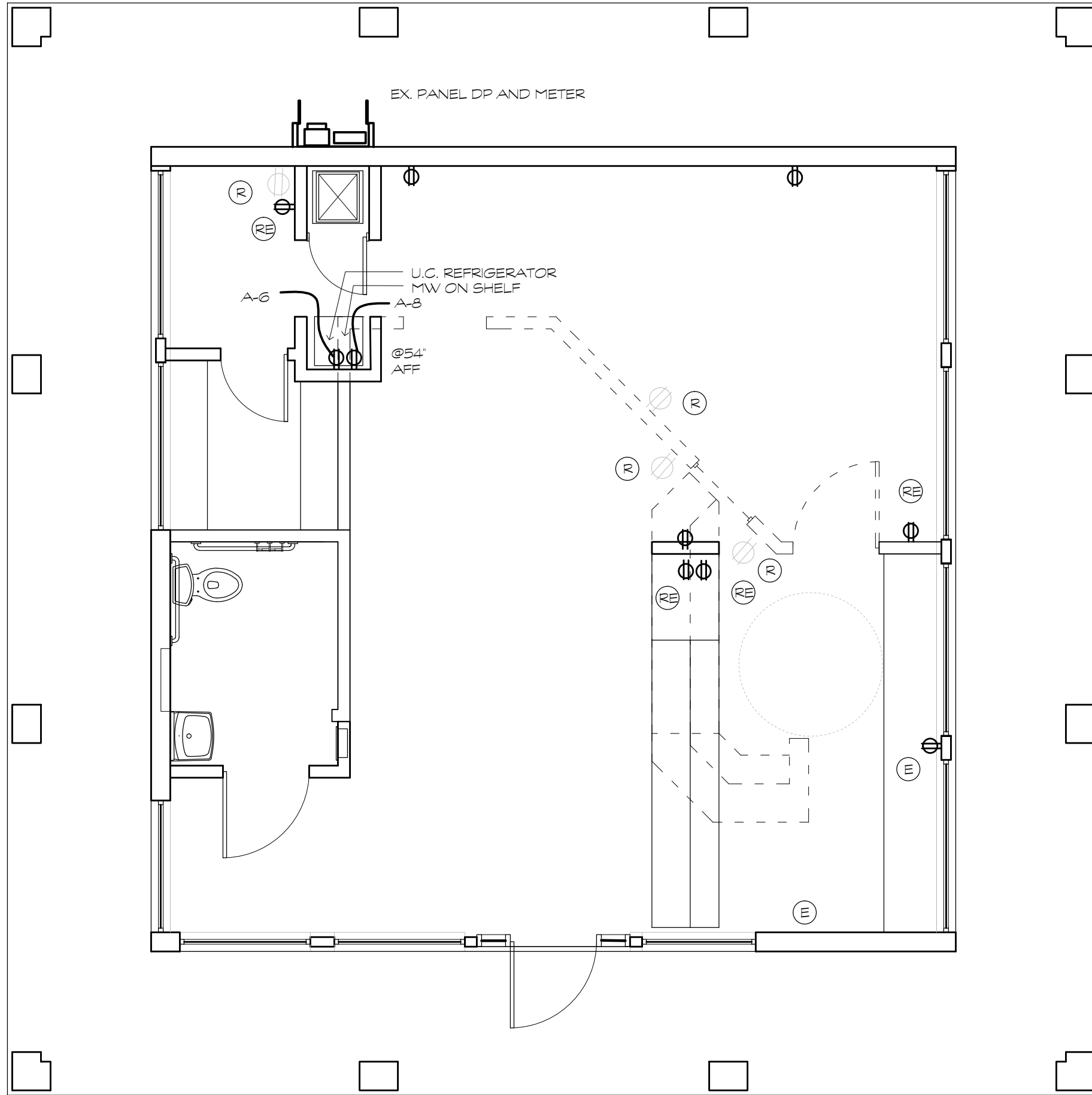
CKT	BRK	DESCRIPTION	WIRE	CKT	BRK	DESCRIPTION	WIRE
1	60A	EX. AHU		2	125A	EX. MAIN	EX.
3			EX.	4			
5	20A	EX. EXT. LIGHTING	EX.	6	100A	PANEL A	EX.
7	30A	EX. CU	EX.	8			
9			EX.	10		SPACE	
11		SPACE		12		SPACE	
13		SPACE		14		SPACE	
15		SPACE		16		SPACE	

ELECTRICAL LOAD CALCULATION			
GENERAL LIGHTING AND SMALL APPLIANCE LOAD	SF/H	RATE	NET
GENERAL LIGHTING AND RECEPTACLES	784 SF	@3.5W/SF	2744
SPECIAL LOADS			
COPY MACHINE, PRINTER			1000
EX. WATER HEATER			2400
TOTAL NON-AIR CONDITIONING LOAD			6144
AIR CONDITIONING LOADS			
AHU			11,688
CU (NCG)			5,400
TOTAL AIR CONDITIONING LOAD			11,688
TOTAL PANEL LOAD	17,832	/240	74.3
ELECTRICAL NOTE: PERFORM ALL WORK IN ACCORDANCE WITH CURRENT EDITION OF THE NATIONAL ELECTRIC CODE (NEC).			



ME CEILING PLAN

(E) EXISTING TO REMAIN (R) RELOCATE AS SHOWN (RE) RELOCATED (X) REMOVE



ME FLOOR PLAN

(E) EXISTING TO REMAIN (R) RELOCATE AS SHOWN (RE) RELOCATED (X) REMOVE

DATE

LEO CRAMER HAN/EN
REGISTERED ARCHITECT
STATE OF FLORIDA #9093

PRINT OR PDF FILE DATE

PRINTED FOR

DATE

☐ PRELIMINARY

☐ SITE PLAN REVIEW

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☐ CONSTRUCTION

☐ REVISION

☐ AS-BUILT

11-3-2020

REVISION/

NO.

DATE

DESCRIPTION

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Town Commission Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Linda Connors

Submitting Department: Development Services

Item Type: Ordinances 2nd Reading

Agenda Section: ORDINANCES 2nd Reading

Subject Title:

Ordinance 2020-09 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS;" "ARTICLE V "ZONING;" SECTION 30-261 "B-1 A BUSINESS DISTRICT-BUSINESS," SECTION 30-271 "B-1 DISTRICT BUSINESS, SECTION 30-313 "GENERAL PROVISIONS" TO MODIFY REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (Linda Connors, Development Services Director)

Explanation:

Recommendation:

Attachments:

[Cover_Page.pdf](#)

[Ex 1- 3HM484302-Chapter 30 Code Amendments.pdf](#)

[Ex 3- Proof of Publication.pdf](#)



Town Commission Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Linda Connors

Submitting Department: Development Services

Item Type: Ordinances 2nd Reading

Agenda Section: ORDINANCES 2nd Reading

Subject Title:

Ordinance 2020-09 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS;" ARTICLE V "ZONING;" SECTON 30-261 "B-1 A BUSINESS DISTRICT - BUSINESS," SECTION 30-271 "B-1 DISTRICT BUSINESS, SECTION 30-313 "GENERAL PROVISIONS" TO MODIFY REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE (Linda Connors, Development Services Director)

Explanation:

Over the last several months, Staff has been reviewing Chapter 30 of the Town's Code for inconsistencies and to make improvements to the Code where to ensure that the Town's regulations are current and consistent with the Town's planning and regulatory needs. The proposed changes provide clarification, update standards and requirements as outlined in the Town's "General Provisions" of the Code. The recommended changes are included in **Table 1** below.

Staff has prepared Ordinance 2020-09 (**Exhibit 1**) to incorporate the recommended changes. The Ordinance was advertised in accordance with code section 30-139 of the Town's Code (**Exhibit 2**) and advertised as per the requirements (Exhibit 3). The proposed changes were also reviewed with the Town Attorney, Town Engineer and Municipal Services Director where applicable. Staff presented the proposed changes to the Planning and Zoning Board at its October 7, 2020 meeting. After review, the Board recommended the Ordinance for adoption (4-0).

Table 1

Issue	Ordinance Requirement	Ordinance Line Number
Design Standard for the B-1A District	Update language regarding the front and rear entrances of buildings in the B-1A district	46-47
B-1 A	Update the requirements for	64-65

Issue	Ordinance Requirement	Ordinance Line Number
setbacks	double front yard setbacks	
Design Standard for B-1 District	Update language regarding the front and rear entrances of buildings in the B-1A district	72-73
B-1 setbacks	Update the requirements for double front yard setbacks	89-90
Update the requirements for pervious pavement use.	Remove the prohibition of pervious pavers on El Mar Drive and remove the requirement for a Conditional Use permit to install pervious pavers that are not solid.	146-147
Pervious Paver Industry Standards.	Update the requirement to maintain pervious pavement to industry standards.	159-160
Paving drainfield areas.	Prohibit paving over drainfield areas in all zoning districts	172-174, 191
Satellite Dishes	Update ground mounted small satellite dishes to include the RS-4 zoning district.	178-179
Permanent Generators	Update maximum height of generators to 6 feet.	217
Mechanical and Plumbing equipment setback requirements	Update the maximum height of mechanical and plumbing equipment.	219-220, 223
Rooftop Photovoltaic Solar Systems.	Update language to current standards.	238-243

The Commission approve the Ordinance on first reading at their October 13, 2020 meeting

Recommendation: Staff recommends Commission approval of Ordinance 2020-09 on second reading.

Attachments:

1. Ordinance 2020-09
2. Town Code Section 30-139
3. Proof of Publication

Ordinance 2020-09

1 **AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-**
2 **THE-SEA, FLORIDA AMENDING CHAPTER 30 “UNIFIED**
3 **LAND DEVELOPMENT REGULATIONS;” ARTICLE V**
4 **“ZONING;” SECTION 30-261 “B-1 A BUSINESS DISTRICT-**
5 **BUSINESS,” SECTION 30-271 “B-1 DISTRICT BUSINESS,**
6 **SECTION 30-313 “GENERAL PROVISIONS” TO MODIFY**
7 **REGULATIONS; PROVIDING FOR CODIFICATION;**
8 **PROVIDING FOR SEVERABILITY; PROVIDING FOR**
9 **CONFLICTS; AND PROVIDING FOR AN EFFECTIVE**
10 **DATE**

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

14 **WHEREAS**, the Town Commission desires to update the Land Development Code to
15 provide clarification and update standards and review requirements; and

16 **WHEREAS**, the Planning and Zoning Board, sitting as the Local Planning Agency, has
17 reviewed the contents of this Ordinance at a duly noticed public hearing on October 7, 2020, and
18 recommended the amendments be approved; and

19 **WHEREAS**, the Town Commission conducted a first and second reading of this Ordinance
20 at duly noticed public hearings, as required by law, and after having received input from and
21 participation by interested members of the public and staff, the Town Commission has determined
22 that this Ordinance is consistent with the Town’s Comprehensive Plan and in the best interest of the
23 Town, its residents, and its visitors.

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

26 **SECTION 1. Recitals.** The preceding “Whereas” clauses are ratified and incorporated as
27 the legislative intent of this Ordinance.

Ordinance 2020-09

SECTION 2. Amendment. Chapter 30 “Unified Land Development Regulations;” Article V “Zoning,” Division 2, “Districts,” Section 30-261 “B-1A District-Business,” Section 30-271 “B-1 District-Business,” and Section 30-313 “General provisions” of the Town Code of Ordinances, are hereby amended as follows¹:

Chapter 30 - UNIFIED LAND DEVELOPMENT REGULATIONS

ARTICLE V. – ZONING

DIVISION 2. – DISTRICTS

Subdivision L. - B-1A District Regulations

Sec. 30-261. - B-1A district—Business.

(d) Design.

(6) There shall be at least one front entrance and one rear entrance to buildings.

(7) The first floor of a building extending from street to street on inside lots, shall have two front facades and entrances.

~~(7)-(8)~~ There must be a ground floor storefront facing the primary street. If the property is a corner lot, there must be a ground floor storefront facing both streets.

~~(8)~~ (9) Building façades on the second or third stories shall be physically and visually diverse, incorporating features such as balconies, alternate or varied setbacks, eyebrows or other artistic and architectural features on at least 40 percent of the linear frontage per story above the first. The DSD shall review and approve compliance with this criteria through the architectural review process, and may decrease the 40 percent standard by ten percent if the DSD finds that

¹ Additions to existing text are shown in underline. Deletions are shown in ~~strike through~~.

Ordinance 2020-09

such a change enhances the Mid-century Modern façade and remains consistent with the architectural design guidelines.

~~(9)~~ (10) Building façades on the majority of the length of the first floor must incorporate architectural features such as eyebrows, awnings, canopies or other artistic and architectural features to create shade.

(e) Setbacks.

(5) Double front yard setbacks shall not be required for buildings that extend from street to street on inside lots.

Subdivision M. - B-1 District Regulations**Sec. 30-271. - B-1 district—Business.**

(d) Design.

(6) There shall be at least one front entrance and one rear entrance to buildings.

(7) The first floor of a building extending from street to street on inside lots, shall have two front facades and entrances.

~~(7)~~ (8) There must be a ground floor storefront facing the primary street. If the property is a corner lot, there must be a ground floor storefront facing both streets.

~~(8)~~ (9) Building façades on the second or third stories shall be physically and visually diverse, incorporating features such as balconies, alternate or varied setbacks, eyebrows or other artistic and architectural features on at least 40 percent of the linear frontage per story above the first. The DSD shall review and approve compliance with this criteria through the architectural review process, and may decrease the 40 percent standard by ten percent if the DSD finds that such a change enhances the Mid-century Modern façade and remains consistent with the architectural design guidelines.

~~(9)~~ (10) Building façades on the majority of the length of the first floor must incorporate architectural features such as eyebrows, awnings, canopies or other artistic and architectural features to create shade.

Ordinance 2020-09

86 ***

87 (f) Setbacks.

88 ***

89 (5) Double front yard setbacks shall not be required for buildings that extend from street to
90 street on inside lots.

91 ***

92 **Subdivision Q. - Supplemental Regulations**

93 ***

94 **Sec. 30-313. - General provisions.**

95 ***

96 ~~(h)~~—Two fronts.

97 ~~(i)~~ (h) Standards for driveways and swales.

98 ~~(j)~~ (i) Capacity restrictions.

99 ~~(k)~~ (j) Queuing of vehicles.

100 ~~(l)~~ (k) Paving drainfield areas.

101 ~~(m)~~ (l) Satellite television antennas and dishes.

102 ~~(n)~~ (m) Lighting.

103 ~~(o)~~ (n) Control of lighting for protection of sea turtle nesting areas.

104 ~~(p)~~ (o) Elevation of filled land.

105 ~~(q)~~ (p) Swimming pools, pool decks, patios, hot tubs and spas; [setbacks and enclosure required].

106 ~~(r)~~ (q) Decks.

107 ~~(s)~~ (r) Other mechanical and plumbing equipment [setback requirements].

108 ~~(t)~~ (s) Accessory buildings and structures.

109 ~~(u)~~ (t) Generator [and fuel storage tank] regulations.

110 ~~(v)~~ (u) Window screening for vacant storefronts.

111 ~~(w)~~ (v) Rooftop photovoltaic solar systems.

112 ~~(x)~~ (w) Groins, seawalls and breakwaters.

113 ~~(y)~~ (x) Rooftop passive recreation.

114 These general provisions shall govern development within the corporate limits of the Town,
115 as follows:

Ordinance 2020-09

(d) *Fences, walls and hedges.*

g. Hedges.

2. The height of a hedge shall be maintained not to exceed 12 feet in all zoning districts, except in the RM-25 district, where the height of a hedge is limited to four feet in the front yard, except as otherwise provided in subsection "h." below.

h. Visibility limitations.

1. No fences or walls shall be constructed within 25 feet of the front property line or within 30 feet of the clear site triangle at the corner of the property on residential lots.
2. No walls, fences, hedges or plantings shall be planted or maintained:
 - a. to a height exceeding 30 inches above the crown of the roadway within sight visibility triangles;
 - b. within 25 feet of the intersection of the front and side street property lines,
 - c. within ten feet of any driveway, within ten feet from the intersection point of the edge of a driveway and alley or street, ~~and~~ or
 - d. within 15 feet from the intersection point of the extended property lines at an alley and a street.

~~(h) — Two fronts. Any non-residential use on the first floor of a building that is located in the B-1-A or B-1 zoning district, extending from street to street on inside lots, shall have two front facades and entrances. Double front yard setbacks are not required.~~

(i) (h) *Standards for driveways and swales.*(1) *Driveways for single-family, two-family and townhome dwellings.*

e. Pervious pavement and pavers.

1. ~~The use of pervious pavement or pervious pavers is prohibited for properties fronting on El Mar Drive. The use of solid surface pervious pavement and solid pervious pavers is encouraged.~~
2. ~~On all other properties in the Town, the use of solid surface pervious pavement and solid pervious pavers is encouraged.~~

Ordinance 2020-09

3. ~~An application may be filed for a conditional use permit for pervious pavers or pavement that are/is not solid. As part of the conditional use review, the Town Commission may allow the use of pervious pavers and pavement that is not solid material upon a finding that:~~

~~(i) The proposed material meets the conditional use criteria, and~~

~~(ii) Documentation, approved by the Town Engineer, shows that any integrated landscaping will be sustainable given the use of the property.~~

4. ~~As a condition of approval, the property owner will be required to maintain the pervious system to industry standards.~~

52. Failure to maintain the solid pervious pavement and/or solid pervious pavers to these industry standards, may result in the required removal of the pervious pavers and/or pervious pavement and the installation of a drainage system approved by the Town Engineer for the property pursuant to the Town's code enforcement procedures.

~~(j)~~ (i) *Capacity restrictions.*

~~(k)~~ (j) *Queuing of vehicles* All businesses shall ensure that there is no queuing of vehicles in the adjacent rights-of-way, drive aisles of the property's parking lot or on any adjacent properties;

~~(l)~~ (k) *Paving drainfield areas.*

(1) Paving in ~~RS-5, RD-10, RM-25, RM-50, and B-1~~ zoned areas over drainfields or drainage facilities with asphalt or any other hard surface materials shall be prohibited ~~in the all areas over drainfields or drainage facilities.~~

~~(m)~~ (l) *Satellite television antennas and dishes.*

(3) Requirements in RS-4, RS-5 and RD-10 districts. All Satellite Television Antennas located in RS-4, RS-5 single-family and RD-10 duplex residential districts shall comply with the following:

(9) Small Satellite Dishes.

a. Location and placement regulations.

Ordinance 2020-09

1. Small Satellite Dishes shall be permitted within all zoning districts and shall comply with the minimum setback requirements established for a principal building within the applicable zoning district, pursuant to this chapter. No additional permit shall be required for installation of a Small Satellite Dish, except for an electrical permit. The installation of a Small Satellite Dish shall be in accordance with the following:

(i) Ground-mounted Small Satellite Dishes are permitted as an accessory use in RS-4, RS-5, RD-10, RM-25, and RM-50 zoning districts subject to the following conditions:

~~(n)~~ (m) *Lighting.* Where lighting facilities are provided for parking areas, they shall be designed and installed so as to reflect the light away from any contiguous residential zoned property (see subsection 30-317(i) for parking facility lighting requirements).

~~(n)~~ (n) *Control of lighting for protection of sea turtle nesting areas.*

~~(p)~~ (o) *Elevation of filled land.* There shall be no land filled or elevated resulting in the elevation of the area in question above the natural elevation of the adjacent ground surface without first obtaining the approval of the Floodplain Administrator. In order to obtain review and approval by the Floodplain Administrator the applicant must first obtain the following:

~~(p)~~ (p) *Swimming pools, pool decks, patios, hot tubs and spas; setbacks and enclosure required.*

~~(r)~~ (q) *Decks.*

~~(s)~~ (r) *Other mechanical and plumbing equipment setback requirements.*

(1) Notwithstanding any provision of the Land Development Code which prohibits the use of setback areas, mechanical and plumbing equipment, including, but not limited to, air conditioner units, lawn irrigation pumps, water purification devices, and swimming pool or spa accessories, may be installed in a side or rear setback in all zoning districts, provided that no portion of the equipment may:

b. Exceed ~~five~~ six feet high above grade;

Ordinance 2020-09

(2) Screening. Equipment installed after November X, 2020, shall be completely screened from the public right-of-way and adjacent properties.

(3) Nonconforming. For properties which contain legal nonconforming mechanical and/or plumbing equipment located within a setback area less than five feet from the adjacent property line and originally installed prior to March 25, 2003, such equipment may be replaced or relocated. However, in no case may the equipment be located within a setback area less than three feet eight inches from the adjacent property line.

~~(t)~~ (s) *Accessory buildings and structures.*

~~(u)~~ (t) *Generator and fuel storage tank regulations.* Generators and related fuel storage tanks are allowed within the Town subject to the following requirements:

~~(v)~~ (u) *Window screening for vacant storefronts.*

~~(w)~~ (v) *Rooftop photovoltaic solar systems.*

(1) *Intent.* The provisions contained herein are intended to promote the health, safety, and general welfare of the residents by removing barriers to the installation of alternative energy systems and encourage the installation of rooftop photovoltaic solar systems pursuant to the U.S. Department of Energy Rooftop Solar Challenge Agreement Number DE-EE0005701 ("Go SOLAR Broward Rooftop Solar Challenge") on buildings and structures within the Town. ~~The provisions and exceptions contained herein are limited to web based applications for pre-approved rooftop photovoltaic solar system installations that utilize the Go SOLAR Broward Rooftop Solar Challenge permitting process.~~

~~(x)~~ (w) *Groins, seawalls and breakwaters.*

~~(y)~~ (x) *Rooftop passive recreation.* The rooftop of a building located in the RM-25 district, or in the B-1 or B-1A district, may be used for passive recreation subject to the following.

SECTION 3. Codification. This Ordinance shall be codified in accordance with the foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that

Ordinance 2020-09

the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article” or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 4. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 5. Conflicting Ordinances. All prior ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of said conflict.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage on second reading.

Passed on the first reading, this ____ day of _____, 2020.

Passed and adopted on the second reading, this ____ day of _____, 2020.

MAYOR CHRIS VINCENT

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

ATTEST:

Tedra Allen, Town Clerk

Ordinance 2020-09

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APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Printed: 10/29/2020 11:04:14 AM

Page 1 of 4

Order ID: 6804900

* Agency Commission not included

GROSS PRICE * : **\$307.50**

PACKAGE NAME: SSC Notice of Public Meeting

EXHIBIT 3

Order ID: 6804900

* Agency Commission not included

GROSS PRICE * : \$307.50**PACKAGE NAME:** SSC Notice of Public Meeting**Product(s):** Sun Sentinel, Affidavit, Floridapublicnotices.com**AdSize(s):** 1 Column**Run Date(s):** Sunday, November 1, 2020**Color Spec.** B/W**Preview**

**TOWN OF LAUDERDALE-BY-THE-SEA
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Town of Lauderdale By-The-Sea (the "Town") will hold virtual public meetings in accordance with authorized communications media technology protocols, as provided on the Town's website, and the meeting agendas, on the below referenced Ordinances before the Town Commission on November 10, 2020 at 6:30 p.m. or soon thereafter as possible, broadcasted live for members of the public to view on the Town's website (www.lbts-fl.gov), Comcast Channel 78, and AT&T U-verse Channel 99. In the event changes are made to the current meeting format, the Town may hold public hearings on the below referenced Ordinances, pursuant to the same dates and times as referenced above, in the Town Commission Chambers, 4505 Ocean Drive, Lauderdale-By-The-Sea, Florida.

ORDINANCE 2020-09

Ordinance 2020-09 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS;" ARTICLE V "ZONING;" SECTION 30-261 "B-1 A BUSINESS DISTRICT-BUSINESS," SECTION 30-271 "B-1 DISTRICT BUSINESS, SECTION 30-313 "GENERAL PROVISIONS" TO MODIFY REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Until further notice, public hearings held before the Town Commission will be held as virtual public hearings with Town Commission and Town staff participating through video conferencing. Members of the public may participate in the virtual public hearings by utilizing the following two methods:

(1) WRITTEN PUBLIC COMMENTS: Please

Order ID: 6804900

* Agency Commission not included

GROSS PRICE * : \$307.50**PACKAGE NAME: SSC Notice of Public Meeting**

(1) **WRITTEN PUBLIC COMMENTS.** Please send an e-mail including your public comment to public_comments@lbts-fl.gov. Written public comments received by the Town on the above-referenced Ordinance will be read into the record during the virtual public hearing by the PZB Clerk or the Town Clerk, as may be applicable. Written public comments submitted via email are limited to a maximum of 400-words. The public comment must include the person's name and address, and identify the above referenced Ordinance(s) and meeting. The deadline to submit public comments will occur when the Mayor closes the public comment for the item.

(2) **ACTIVE PARTICIPATION.** Please notify the Town Clerk via e-mail at public_comments@lbts-fl.gov by 5:00 pm on November 10, 2020, of your desire to speak during the Live Virtual public hearing. Please provide your name, email address, phone number, and specify if you wish to speak during Public Comments or during a specific agenda item. Upon receipt of your e-mail, the Town will provide you with the Zoom virtual meeting ID and link. For security reasons, please do not share the Meeting ID with anyone else. If a friend or neighbor also wishes to speak, have them contact the Town Clerk. The Town will enable the Waiting Room function on Zoom and allow public speakers to enter the virtual meeting during Public Comments or for a specific agenda item. Public comments are limited to no more than three (3) minutes. Individuals may join the virtual public hearing by either calling in telephonically or using a laptop or computer webcam.

However, the public is advised to check the Town's website for up-to-date information on any changes to the manner in which the meeting will be held and the location. The manner of participation may be different if the meeting is held in person.

A copy of the Town Commission meeting agenda packet and related materials concerning the proposed Ordinances are available for review the Friday before the meeting on the Town's website at www.lbts-fl.gov.

If a person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing, he/she will need a record of the proceedings, and for such purpose, may need to

Order ID: 6804900

* Agency Commission not included

GROSS PRICE * : \$307.50**PACKAGE NAME: SSC Notice of Public Meeting**

ensure a verbatim record of the proceedings, and for such purpose, may need to ensure a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

All persons needing assistance or special accommodations to participate in the proceeding should contact the Town Clerk no later than two (2) business days prior to the meeting at 954-640-4200 for assistance.

Tedra Allen
Town Clerk
11/1/2020 6804900



Town Commission Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Lucila Lang

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title:

RESOLUTION NO. 2020-41 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2020/2021 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A"; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2020/2021 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE. (Lucila Lang, Finance Director / Ken Rubach, Municipal Services Director)

Explanation: This budget amendment is being requested to provide for the expenditures related to the Locally Funded Agreement ("LFA") with the Florida Department of Transportation for the A1A Pine Avenue to Sunset Lane Project. This project was originally included within the CIP for the current fiscal year, however it was inadvertently removed. Staff recommends reallocating appropriated funds from the Parking Fund slated for FY21.

In addition, Commission has approved \$25,000 to fund the shortfall in salaries for the Visitor's Center and \$5,000 to assist with promotion of the Merchant Association.

Recommendation: Adopt Resolution 2020-41 (Exhibit 1) amending the FY 20/21 Budget

Attachments:

1. Resolution 2020-41
2. Exhibit A to Resolution 2020-41

RESOLUTION NO 2020-41

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2018/2019 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A"; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2020/2021 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Town Manager has made recommendations to the Town Commission which require amendment of the 2020/2021 Fiscal Year budget; and

WHEREAS, the Town Commission, in accordance with the requirements of Section 166.241, Florida Statutes, wishes to amend the 2020/2021 Fiscal Year Budget for the transfer of said funds consistent with the recommendations of the Town Manager.

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

Section 1. Recitals. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference. All exhibits attached hereto are hereby incorporated herein.

Section 2. Budget Amended. The Town Commission of the Town of Lauderdale-By-The-Sea, Florida, hereby amends the 2020/2021 Fiscal Year Town Budget as set forth in Exhibit "A."

Section 3. Appropriations Approved. The appropriations and expenditures set forth in Exhibit "A" are hereby approved.

Section 4. Implementation. The Town Administration is directed to effectuate the appropriations and expenditures reflected in Exhibit "A" by appropriate and necessary transfers.

Section 5. Conflicts. All prior resolutions or parts thereof in conflict herewith are repealed to the extent of such conflict.

Section 6. Severability. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption and shall be applicable retroactively from and after October 1, 2020.

Passed on this 10th day of November, 2020.

MAYOR CHRIS VINCENT

Attest:

Tedra Allen, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

EXHIBIT A

FY 2020/2021 Budget Amendment

REVENUES

Fund	Department / Project Number	Current Budget	Proposed Budget	Variance	Explanation
001-General	000.000 Appropriated Fund Balance	-	30,000	30,000.00	Appropriation to fund Visitor Salaries & Merchant Association Promotions
310-Parking	000.000 Appropriated Fund Balance	3,697,960	3,797,960	100,000.00	Appropriation to fund LFA on A1A
300-Capital	380.210 Appropriated from Parking Fund	3,697,960	3,797,960	100,000.00	Appropriation from Parking Fund to fund LFA on A1A

EXPENDITURES

Fund	Department / Project Number	Current Budget	Proposed Budget	Variance	Explanation
001-General	511.200-500.550 Operating Expenses	9,500	39,500	30,000.00	\$25,000 to fund Visitor Center shortfall Salaries and \$5,000 to Merchant Association Promotions.
310-Parking	581.100 to CIP Fund	3,697,960	3,797,960	100,000.00	Transfer to fund LFA for the additional of 3 Decorative Street Lights & 9 Patterned Pavement Crosswalks on A1A Pine Ave to Sunset Ln Camera System Installation, approximately half of the new camera locations will need new poles and additional wiring.
300-Capital	572.107 A1A LFA Pine Ave to Terra Mar	-	100,000.00	100,000.00	LFA for the additional of 3 Decorative Street Lights & 9 Patterned Pavement Crosswalks on A1A Pine Ave to Sunset Ln

cap
\$ 45,000.00
\$ 463,403.00

\$ 508,403.00



Town Commission Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Susan Trevarthen

Submitting Department: Legal

Item Type: Resolutions

Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title:

Resolution 2020-46 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, RATIFYING AND APPROVING ALL EMERGENCY ORDERS AND ACTIONS TAKEN BY THE MAYOR CONCERNING OR RELATED TO THE COVID-19 EMERGENCY; AUTHORIZING THE MAYOR TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (Susan Trevarthen, Town Attorney)

Explanation: Novel Coronavirus Disease 2019 ("COVID-19") is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza. On March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida due to COVID-19.

Due to the COVID-19 public health emergency, on March 13, 2020, Mayor Vincent declared a public emergency in the Town. On September 8, 2020, the Mayor issued the most recent updated local declaration of public emergency. On November 6, 2020, as discussed at the last Town Commission meeting regarding the expiration of the Governor's Executive Order 20-69 on November 1, the Mayor issued an Order providing authority to continue with virtual public meetings in the Town as desired during the COVID-19 emergency. See Exhibit 2.

Section 5.2 of the Town Charter authorizes the Mayor to govern, 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.

In accordance with Section 5.2 of the Town Charter, on March 31, 2020, the Town Commission confirmed the existence of an emergency justifying the Emergency Declaration. This Resolution again ratifies all of the Orders issued by the Mayor to deal with the continuing COVID-19 emergency and authorizes the Mayor to issue any additional orders, which he finds necessary in accordance with Section 5-2 of the Town Charter and applicable law due to the COVID-19 emergency.

Recommendation: Approve Resolution 2020-46 – Ratifying and Approving all Emergency Orders and Actions taken by the Mayor concerning or related to the COVID-19 Emergency; Authorizing the Mayor to issue additional orders related to the COVID-19 Emergency.

Attachments:

1. Resolution 2020-46
2. November 6, 2020 Order

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A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, RATIFYING AND APPROVING ALL EMERGENCY ORDERS AND ACTIONS TAKEN BY THE MAYOR CONCERNING OR RELATED TO THE COVID-19 EMERGENCY; AUTHORIZING THE MAYOR TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Novel Coronavirus Disease 2019 (“COVID-19”) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, on March 2, 2020, Governor DeSantis issued Executive Order 20-51, directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida due to COVID-19, and has issued numerous subsequent orders regulating essential businesses and services and otherwise responding to the COVID-19 emergency, including an order closing the beaches; and

WHEREAS, on March 13, 2020, the Mayor declared a public emergency in the Town (“Emergency Declaration”), and subsequently issued updated orders similarly responding to the COVID-19 emergency, all of which were later ratified by the Town Commission; and

WHEREAS, Section 5.2 of the Town Charter authorizes the Mayor to govern, 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.

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

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

Section 2. The Town Commission hereby approves, confirms, and ratifies any action taken by the Mayor or Town Administration to protect the public from COVID-19 and to carry on the activities, operations and functions of the Town.

Section 3. The Town Commission recognizes that the state of emergency remains in effect and therefore the Mayor is hereby authorized to issue any additional orders, which he finds necessary, in accordance with Section 5-2 of the Town Charter and applicable law.

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

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

PASSED AND ADOPTED this 10th day of November, 2020.

Mayor Chris Vincent

Attest:

APPROVED AS TO FORM:

Tedra Allen, Town Clerk, CMC

Susan Trevarthen, Town Attorney

(CORPORATE SEAL)



**AMENDMENT TO LOCAL DECLARATION OF PUBLIC EMERGENCY
REGARDING VIRTUAL MEETINGS
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA**

November 6, 2020

WHEREAS, the Novel Coronavirus Disease 2019 (COVID-19) is a contagious disease that has the apparent ability to spread rapidly among humans and may result in serious illness or death, constitutes a clear and present threat to the lives, health, welfare, and safety of the people of the Town of Lauderdale-By-The-Sea (the "Town"); and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 1, 2020, the State Surgeon General and the State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 which declared a State of Emergency for the State of Florida due to COVID-19, and on November 3, 2020, Governor DeSantis signed Executive Order 20-276 which extended Executive Order 20-52 through January 3, 2020; and

WHEREAS, on March 10, 2020, Broward County Administrator Bertha Henry similarly declared a public health emergency for Broward County; and

WHEREAS, on March 13, 2020, the Town took similar action and declared a local State of Emergency; and

WHEREAS, Governor DeSantis' Executive Orders 20-51 and 20-52 also contain a recommendation to limit public gatherings; and

WHEREAS, Florida law, including Florida Statutes Sections 286.011 and 166.041, requires that meetings of elected and appointed officials, for the conduct of public business, must be held following procedures (notice, access to meetings, opportunity to be heard, the taking of minutes) that ensure that the public is able to participate in and be aware of the decision making process (the "Sunshine Law"); and

WHEREAS, previously, when asked whether a public body complies with the Sunshine Law when one or more members of a governmental body wish to participate in a meeting electronically from a remote location, the Florida Attorney General ("AG") has opined that a quorum of the body must be physically present in order to allow a member, who due to "extraordinary circumstances" is unable to physically attend the meeting, to appear and participate electronically; and

WHEREAS, on March 19, 2020, the AG issued an AGO 2020-03 which provides that "unless and until legislatively or judicially determined otherwise, if a quorum is required to conduct official business, local government bodies may only conduct meetings by teleconferencing or other technological means if either a statute permits a quorum to be present by means other than in-person, or the in-person requirement for constituting a quorum is lawfully suspended by the Governor during the state of emergency."; and

WHEREAS, public meetings have traditionally been conducted in spaces with people in close proximity with each other and in groups varying in size, but generally much larger than ten people; and

WHEREAS, due to the apparent ability to spread rapidly among humans, during this declared State of Emergency, the traditional public meeting, including compliance with the physical quorum and public attendance requirements of the Sunshine Law, may unnecessarily expose the residents of the Town, the Town's elected officials, appointed board members, employees, and first responders to COVID-19; and

WHEREAS, Governor's Executive Order 20-52 acknowledges that special duties and responsibilities placed on state, regional and local agencies in responding to the emergency may require them to suspend the application of the statutes, rules, ordinances and orders they administer; and

WHEREAS, specifically, Section 4(D) of Executive Order 20-52 provides for political subdivisions within the State to "waive the procedures and formalities otherwise required . . . by law pertaining to:

- 1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety and welfare of the community;
- 2) Entering into contracts . . .;
- 3) Incurring obligations;
- 4) Employment of permanent and temporary workers;
- 5) Utilization of volunteer workers;
- 6) Rental of equipment;
- 7) Acquisition and distribution, with or without compensation, of supplies, materials and facilities; and
- 8) Appropriation and expenditure of public funds."; and

WHEREAS, therefore, Executive Order 20-52 authorizes the Town Commission to take prudent action to ensure the health, safety, and welfare of the community, which necessarily includes holding virtual public meetings; and

WHEREAS, Governor DeSantis decided that more specific action was necessary to protect the safety of public meetings and, on March 20, 2020, he rendered Executive Order 20-69, enabling virtual public meetings by suspending any Florida Statute that requires a quorum of a local government board to be present in person and or requires it to meet at a specific public place; and

WHEREAS, Governor DeSantis has extended Executive Order 20-69 several times with the last extension taking place on September 30, 2020 (Executive Order 20-246) allowing public meetings to continue virtually through November 1, 2020, and has not issued any additional Executive Orders on this topic; and

WHEREAS, Chapter 252, Florida Statutes, among other things, confers upon the Town the emergency powers provided for in Chapter 252 in order to protect the public peace, health, and safety; and to preserve the lives and property of the people of the state; and to "make, amend, and rescind such orders and rules as are necessary for emergency management purposes and to supplement the carrying out of the provisions of ss. 252.31 -252.90, but which are not inconsistent with any orders or rules adopted by the division or by any state agency exercising a power delegated to it by the Governor or the division." Section 252.46(1), Florida Statutes; and

WHEREAS, COVID-19 threatens the public health, safety, welfare and security of the citizens, residents and visitors of the Town, and as of November 6, 2020, the Florida Department of Health reports a total number of COVID-19 cases of 832,625 with 17,224 deaths in Florida and 88,917 cases and 1,545 deaths in Broward County; and

WHEREAS, the Town finds that, based on prevailing conditions during the current state of emergency, there may be a clear and present danger in holding a public “in person” meeting for those attending and those who come in contact with those attending; and

WHEREAS, the current outbreak of COVID-19 has made the Town acutely aware that provisions must be made to ensure that the business of municipal governance can occur without unnecessarily exposing public officials, Town personnel, or members of the public to a risk of infection while ensuring public access and open government; and

WHEREAS, the technology exists to conduct public meetings using technology in which the Town can comply with the provisions of the Sunshine Law while preserving human life, and has successfully been used to conduct Town meetings since April; and

WHEREAS, after Executive Order 20-69 was rendered by the Governor, the Town issued its own Order for virtual meeting procedures on March 27, 2020, as follows:

“a) As used in these rules, "communications media technology" means the electronic transmission of printed matter, audio, full-motion video, freeze-frame video, compressed video, or digital video by any method available, and includes but is not limited to telephonic and video conferencing.

b) Prior to the commencement of any Town meeting, the Town shall post notice of the meeting in a manner consistent with Section 286.011, Florida Statutes. The notice shall include instructions on how to access the meeting either via telephone, video conference, or other communications media technology utilized by the Town. If the meeting provides the opportunity for public comment in general or on a specific agenda item, the notice shall also include instructions on how and when members of the public may submit comments or questions to be read at the meeting, which may be submitted before and, to the extent technologically practicable, during the meeting prior to the close of any public comment period.

c) The Town Clerk shall ensure that the meeting complies with this Order and with all requirements of Section 286. 011, Fla. Stat., which have not otherwise been suspended or waived pursuant to Executive Order 20-69, including the taking of minutes and making the meeting open to the public.

d) Public comment shall be subject to the Town's decorum policies, set forth in Section 2-23 of the Town Code of Ordinances. Town Commission meetings shall also be governed by Resolution 2016-13 establishing the meeting procedures for such meetings.”; and

WHEREAS, the Town’s virtual public meetings have been live broadcast over television and the internet, and provide for the public to comment via written communication, or audio or video message throughout the meeting where public comment is entertained; and

WHEREAS, the technology and methods to hold virtual public meetings by the Town provides broader access to the general public to watch, listen to, or comment on public business than in person attendance; and

WHEREAS, the Town also possesses broad home rule powers that authorize it to protect the public health, safety, and welfare, declare emergencies, and protect its citizens; and

WHEREAS, there is no intrinsic evil to virtual attendance to achieve a quorum, so any preemption of virtual attendance must be expressly set forth in the Florida Constitution or general or special law, and not vaguely and ambiguously implied. Thus, the Town finds that no preemption exists in state law; and

WHEREAS, no statute, Charter provision, or ordinance provides that the Town Commission or any Town board or the Town Special Magistrate must physically be present at the same place to hold a meeting, and Section 2-19 of

the Town Code provides that the Town Commission may prescribe its own rules, regulations and order of business for its meetings; and

WHEREAS, even if Florida law were to require an in-person, physical quorum for local government bodies to conduct business (which it does not), the Florida Attorney General recently acknowledged in Fla. AGO 2020-03 that local governments can meet without a quorum physically present if "the in-person requirement for constituting a quorum is lawfully suspended during the state of emergency." To that end, Chapter 252, Florida Statutes, the Municipal Home Rule Powers Act, and Article VII, Section 2(b) of the Florida Constitution, among other authorities, provide a basis for the City, in its discretion, to lawfully suspend any in-person, physical quorum requirement and to achieve a quorum through virtual attendance; and

WHEREAS, the Charter does not prohibit attendance at a meeting of Town Commissioners or of any other Town board by electronic media, and the Town finds that the attendance requirement for the purpose of establishing a quorum, participating and voting on any Town board can be satisfied by physical or virtual attendance, or any combination of physical and virtual attendance; and

WHEREAS, the Town finds that it is in the best interests of the Town Commission, Boards, Committees, Town personnel, and citizens and residents of the Town to authorize the Town Manager or designee to provide for any or all of the Town Commission and members of all Boards and Committees and the Special Magistrate to be able to attend meetings virtually during a declared public health emergency.

NOW THEREFORE, I, THE MAYOR OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, HEREBY PROCLAIM AND DECLARE:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Order.

SECTION 2. Pursuant to the Town's Charter and Code of Ordinances, the home rule authority of the Town Commission, Chapter 252, Florida Statutes, Section 4D of Governor DeSantis' Executive Order 20-52, and based upon the Legislative Findings set forth in the above-stated recitals, the Town Manager or designee is hereby authorized, during a declared public health emergency, to arrange for the Town Commission, all Town Boards and Committees, and the Town Special Magistrate to meet virtually in whole or in part. Such meetings shall be planned and conducted in consultation with the Town Attorney's Office to ensure, to the extent practicable, substantial compliance with Section 286.001, Florida Statutes, "Florida's Sunshine Law." The Town's March 27, 2020 Order for virtual meeting procedures, set forth in relevant part above, shall be followed at any virtual meeting held pursuant to this Order.

SECTION 3. The orders and provisions of all prior Town Local Declarations of Public Emergency shall remain in effect. All applicable Executive Orders issued by the Governor (<https://www.flgov.com/2020-executive-orders/>) and Emergency Orders issued by Broward County (<https://www.broward.org/CoronaVirus/Pages/generalDeclarations.aspx>) are hereby adopted by the Town and incorporated herein.

SECTION 4. The orders and provisions of all Town Local Declarations of Public Emergency, and any Broward County emergency orders or executive orders issued by the Governor that are just as stringent or more stringent than Town orders, shall be enforced within the boundaries of the Town of Lauderdale-By-The-Sea by the Broward Sheriff's Office, acting as the Town's police department pursuant to Chapter 15 of the Town Code.

SECTION 5. This Declaration shall be in effect for as long as the State of Florida state of emergency is in effect, unless this Declaration is earlier terminated.

SECTION 6. This Declaration authorizes the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the community, and requires that such actions shall be reported to and are subject to ratification at the next meeting of the Town Commission.

SECTION 7. This Declaration shall be filed promptly with the Town Clerk and shall be given prompt and general publicity.

SECTION 8. This Declaration shall take effect immediately.

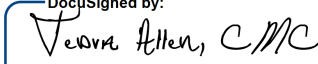
SO DECLARED AND ORDERED THIS 6th DAY OF NOVEMBER, 2020.

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Mayor Chris Vincent
Town of Lauderdale-By-The-Sea

ATTEST:

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Tedra Allen, Town Clerk