

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Wednesday, September 18, 2024

6:30 PM



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

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

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

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

Regular Town Commission

Wednesday, September 18, 2024, 6:30 PM
Jarvis Hall 4505 N. Ocean Drive

1. **CALL TO ORDER, MAYOR EDMUND MALKOON**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **INVOCATION by Pauline Brooks McGuinness representing the Bahai Faith**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
 - 5.a. Fire Prevention Week Proclamation
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
 - 7.a. BSO August 2024 Public Safety Report
 - 7.b. PBFR August 2024 Public Safety Report
8. **TOWN MANAGER REPORT**
 - 8.a. Town Manager Report
 - 8.b. July, 2024 Finance Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - 10.a. Approval of Minutes for August 27, 2024
11. **CONSENT AGENDA**
12. **OLD BUSINESS**
 - 12.a. Discussion of 2024-25 Charter Review Board Process
13. **NEW BUSINESS**
 - 13.a. RESOLUTION 2024-39- A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SELECTING VARIOUS CONSULTANTS PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2024-07-01 FOR CONTINUING PROFESSIONAL ARCHITECTURAL, ENGINEERING, TRAFFIC ENGINEERING, LANDSCAPE ARCHITECTURAL, AND/OR SURVEYING AND MAPPING SERVICES; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE CONTINUING SERVICES CONTRACTS WITH THE TOP SEVEN RANKED QUALIFIED FIRMS FOR AWARD OF SUCH CONTRACTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

13.b. Hardship Parking Permit Applications

14. COMMISSIONER PRESENTATIONS

15. COMMISSIONER COMMENTS

16. ORDINANCES 1st Reading

- 16.a.** ORDINANCE NO. 2024-08: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 14, "OFFENSES," ARTICLE III, "RESTRICTIONS ON RESIDENCY BY SEXUAL PREDATORS AND SEXUAL OFFENDERS," OF THE CODE OF ORDINANCES TO AMEND AND CREATE DEFINITIONS AND IMPLEMENT STRICTER ENFORCEMENT MECHANISMS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

17. ORDINANCES 2nd Reading

18. RESOLUTIONS – PUBLIC COMMENTS

19. QUASI JUDICIAL PUBLIC HEARINGS

20. ADJOURNMENT

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

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

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

PROCEDURES FOR PUBLIC COMMENTS:

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

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

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

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

INVOCATION:

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



Agenda Item No: 5.a.

Town Commission Agenda Item Report

Meeting Date: September 18, 2024

Submitted By:

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Fire Prevention Week Proclamation

Explanation: A proclamation designating October 6-12, 2024 as "Fire Prevention Week".

Recommendation: N/A

Exhibits:

1. Fire Prevention Week

Proclamation

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

WHEREAS, the Town of Lauderdale-By-The-Sea is committed to ensuring the safety and security of all those living in and visiting our town; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,700 people in the United States in 2022, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 360,000 home fires; and

WHEREAS, roughly three out of five fire deaths happen in homes with either no smoke alarms or with no working smoke alarms; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires almost in half; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, The Town of Lauderdale-By-The-Sea residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, The Town of Lauderdale-By-The-Sea residents will make sure their smoke alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, The Town of Lauderdale-By-The-Sea residents should test smoke alarms at least once a month.

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, The Town of Lauderdale-By-The-Sea's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the 2024 Fire Prevention Week™ theme, "Smoke alarms: Make them work for you.™," serves to remind us the importance of having working smoke alarms in the home.

THEREFORE I, Edmund Malkoon, Mayor of The Town of Lauderdale-By-The-Sea, do hereby proclaim **October 6–12, 2024**, as **"Fire Prevention Week"** throughout this town, and I urge all the residents of The Town of Lauderdale-By-The-Sea to make sure their homes have working smoke alarms and to support the many public safety activities and efforts of The Lauderdale-By-The-Sea's fire and emergency services.



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

Edmund Malkoon, Mayor

Katrina Adler, Town Clerk



Agenda Item No: 7.a.

Town Commission Agenda Item Report

Meeting Date: September 18, 2024

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

Submitting Department: Administration

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO August 2024 Public Safety Report

Explanation: BSO August 2024 report prepared by Captain William Wesolowski.

Recommendation: Accept/Approve

Exhibits:

1. BSO August 2024 Report



Date: September 5, 2024

To: Linda Connors
Town Manager

From: Captain William Wesolowski
Commander, Lauderdale by the Sea District

Subject: BSO Public Safety Report- August 2024

PERSONNEL CHANGES:

None

EMPLOYEE OF THE MONTH: Deputy Adam Yates

On August 6, 2024, Deputy Yates responded to the Windjammer Resort in response to a call from the manager about a homeless individual who abandoned a shopping cart on the property. Deputy Yates searched the area but was unable to locate the individual. After completing the call, Deputy Yates continued to check the area for any suspicious persons. Following recent directives to conduct extra patrols around the Town's beach portals due to an increase in reported thefts and homeless activity, Deputy Yates remained in the area and closely monitored for anything suspicious.

A short time after completing the call, Deputy Yates observed Derrick Vail in the parking lot of the El Mar Condominiums. Vail was seen between two parked vehicles, looking through a bag containing an electric drill and had a laundry bag from the Costa Del Sol Resort. Deputy Yates began talking to Vail, which raised his level of suspicion. Vail was then detained. Deputy Yates then located a guest from the Costa Del Sol, who informed Yates that someone had entered her room and stole her laptop computer, purse, jewelry, sunglasses, and \$40 cash. All the stolen items were found inside the laundry bag in Vail's possession. The total value of the items was \$3,260. Vail was taken into custody and interviewed by Detective Koos. During the interview, Vail confessed to breaking into the victim's hotel room and taking the items. He was charged with Burglary Unoccupied Dwelling and Petit Theft. The next day, Detective Koos found the owner of the drill at a construction site at 4200 El Mar Drive. The owner identified the drill as his and provided a sworn statement. Detective Koos added additional charges of Burglary and Petit Theft.

Deputy Yates' vigilance and attentiveness led to the discovery of a dangerous individual shortly after committing two separate burglaries. Due to his dedication to serving the community, Deputy Yates is awarded the Deputy of the Month for August 2024.

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. Deputies conducted 0 hrs. of bike patrol.

- **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 229 miles and 26 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. Four (4) individuals were experiencing a mental health crises and were Baker Acted. Four (4) individuals experiencing homelessness were contacted during this period. Three individuals refused services, and one individual was transported to House of Hope.
- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. ***See Notable Incidents/Arrests below.***
- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website @ www.sheriff.org.
- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.
- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.
- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Wesolowski and Lieutenant Sutter to provide information to the public via social media. Follow us **@BSOLBTS**.

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

The Broward County Public Schools started back on Monday, August 12, 2024. The Lauderdale by the Sea District conducted a Back-to-School Operational Plan from August 12th through August 16th, 2024. Although there are no schools or school zones located within the Town of Lauderdale by the Sea, there are numerous bus stops where students are picked up and dropped off. Deputies and COPs conducted checks of these locations in the morning and afternoon hours to ensure the safety of the children. No issues were reported.

On August 20, 2024, a Primary Election was held in Broward County. The Lauderdale by the Sea District conducted a Directed Patrol (DP24-08-01) of the two polling precincts located within the

town. No issues were reported at either of the two polling precincts.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2408-000088 (Deputy Yates)
DATE/TIME: 08/05/24 @ 17:30 HRS
LOCATION: 4343 N. Ocean Drive (Burger Fi)
ARRESTEE: Samuel Garcia, H/M, 11/11/2001
AARESTEE: Kevin Monzon, H/M, 08/30/2001
VICTIM: Burger Fi
VEHICLE: 2018 Isuzu Tanker Truck
INCIDENT: Burglary Business (Arrest)
SUMMARY: Witness Patrick Mate observed the listed arrestees at the Burger Fi enter into an enclosed area where they removed used cooking oil from a storage tank using a syphoning device. The witness followed the subjects to another restaurant in Fort Lauderdale where they committed a related theft. FLPD units responded and detained the listed arrestees. Both subjects were transported to the district for interviews. Post-Miranda, Arrestee Monzon made several admissions. Both Arrestees are charged with the two counts of theft. Both were add-charged with Burglary Business, after follow-up investigation.

CASE: 13-2408-000109 (Dep. Yates)
DATE/TIME: 08/06/24 @ 1222 Hrs.
LOCATION: 4220 El Mar Drive (Costa Del Sol)
ARRESTEE: Derrick Charles Vail, W/M, 08/30/1999
VICTIM: Sara Strevig (Resides in Maryland)
INCIDENT: Burglary Dwelling (unoccupied) (Arrest)
SUMMARY: Deputy Yates responded to the Windjammer Hotel in reference to a complaint of a homeless male who left a shopping cart in the area. Deputy Yates canvassed the area around the Windjammer, and a short time later he observed the Arrestee Derrick Vail) in possession of a drill and going through a ladies' purse. Yates detained the Arrestee. Investigation revealed the subject had just entered unlocked room # 214 at the Costa Del Sol and removed the victim's Apple Mac Book (\$2,400), \$40 cash, woman's purse, and several pieces of jewelry. Detective Koos responded to the scene, obtained statements, and interviewed the suspect. Post-Miranda, Vail provided a full confession. It was later learned; Charles was released from the Evolution Treatment Center three days prior. The drill was found to have been taken from a building under construction. Vail was charged accordingly.

CASE: 13-2408-000150 (Dep. Pitulan)
DATE/TIME: 8/7/2024 19:42 Hrs.
LOCATION: 112 Commercial Blvd (Even Keel Fish Shack)
ARRESTEE: Adrian Montero (B/M DOB 8/9/81)
VICTIM: Bradley Phillips (W/M DOB 12/15/80)
INCIDENT: Battery (Arrest)
SUMMARY: Adrian went to 114 Commercial Blvd. (Even Keel) where he ordered some food. Adrian became enraged when the bartender brought him only fries even though he thought he ordered a grilled cheese and fries. Adrian began berating the bartender until the owner (Bradley) asked Adrian to leave the premises. Adrian refused and struck Bradley in the face with a closed fist against his will. Following that, Bradley physically removed Adrian from his establishment and waited for BSO arrival. Based on witness and victim statements, Adrian was placed in custody and was charged with Battery. Adrian was transported to BSO Main Jail without incident. BWC.

CASE#: 13-2408-000197 (Dep. Figueroa)
DATE/TIME: 8/9/24 @ 2253 hrs.
LOCATION: 100 Palm Ave
VICTIM: W/M Toan Le, 03/05/1985.
WITNESS: Victim's friend/caller, W/M Dung Nguyen 10/10/1985.
INCIDENT: Death Investigation
SUMMARY: Victim was diving offshore with a friend and his nephew at night. The divers were approximately 150 yards offshore at the reef. While diving, the Victim started struggling under water and became non-responsive. His friend, Witness, Le tried to assist him by providing his own SCUBA mouthpiece, with negative results. Le was unable to pull him to safety and had to abandon him to seek help. Le exited the water and called 911 for help. Pompano Beach Fire rescue, BSO marine fire rescue, aviation (DLE and FD) and BSO deputies responded to the scene. A unified command was established to locate the victim. The victim was subsequently located at the bottom the ocean unresponsive. The operation efforts transitioned to "Recovery" due to the time elapse. BSO's dive team responded to recover the victim's body where he was pronounced deceased and transported to the BSO Marine Unit's Headquarters 2901 NE 14th St. Homicide responded to the scene to interview the witnesses. Crime scene and Medical Examiner's Office responded to the Marine Units HQ.

CASE: 13-2408-000205 (Dep Ramcharan)
DATE/TIME: 08/09/24 @ 1328 hours
LOCATION: 4567 W Tradewinds Ave
SUBJECT: Marshall McNair 08-09-1982
VICTIM: Richard Bonvie 01-20-1943
INCIDENT: Theft (Firearm)
SUMMARY: Victim believes that Marshall McNair (landscaper) stole \$200 cash, a box of .357 cal. rounds, and a black Ruger .357 magnum from his home on 8-9-24. Victim noticed that the envelope containing \$200 cash was missing and found the ripped-up envelope in the trash. He further checked the rest of his home for items missing and noticed that his black Ruger .357 Magnum and a box of ammunition was missing from his bedroom nightstand. Victim unable to provide serial number for firearm. Victim wishes to prosecute.

CASE: 13-2408-000283 (Dep. Ogando)
DATE/TIME: 08/14/24 @ 0235 Hrs.
LOCATION: 4400 El Mar Dr
ARRESTEE: B/M Stanford George Rhule 08/18/82
INCIDENT: Trespassing (Arrest)
SUMMARY: While on foot patrol during business afterhours, the Arrestee was observed sleeping in the public recreational chairs. The Arrestee was warned and asked to leave several times but refused to comply with orders. After becoming confrontational with Deputies, the Arrestee continued to ignore commands and asked to be arrested. The Arrestee was subsequently placed under arrest for trespassing after warning. The Arrestee was taken into custody without any incident and transported to the Main Jail.

CASE: 13-2408-000345 (Deputy Alvarez-Jacinto)
DATE/TIME: 08/17/2024 1917 hours
LOCATION: 14 Commercial Blvd.
ARRESTEE: Dominick Joseph Tacelli W/M 06/17/1985
INCIDENT: Battery LEO, Disorderly Intoxication, Resisting Arrest W/O Violence
SUMMARY: Deputy Alvarez responded to Pier 14 Restaurant, in reference to a disorderly

individual threatening patrons and employees at the restaurant. Deputies observed Arrestee, Tacelli to be heavily intoxicated. Tacelli was handcuffed and sat on the ground. While waiting to be placed in the back of a patrol vehicle, he began to spit, causing his body fluid to make contact on Deputy Roach's uniform right pant leg. While placing Tacelli in the back of the patrol vehicle, he intentionally kicked Deputy Alvarez on the left groin area. Tacelli was transported to BSO Main Jail and booked for battery on a law enforcement officer, disorderly intoxication, and resisting arrest without violence.

CASE: 90-2408-005944 (Dep. Cathcart)
DATE/TIME: 08/18/24 @ 0619 HRS
LOCATION: 5500 Bayview Drive, Fort Lauderdale
ARRESTEE: Marlen Romero, W/F, 12/12/2000
VEHICLE: Gray BMW
INCIDENT: Traffic (Arrest)
SUMMARY: Deputy Cathcart observed a vehicle traveling east on Commercial Blvd with no headlights. The driver, Marlen Romero did not possess a valid DL. Between 2021 and 2023, Romero received three separate suspensions. Teletype check revealed an active capias for DWLS. In addition to the charges, Romero was cited for no headlights, and operating vehicle with no DL. TOT Main Jail.

CASE: 13-2408-000386 (Dep. Suarez)
DATE/TIME: 08/18/24 @ 2020 Hrs.
LOCATION: 100 Commercial Blvd
SUSPECT: W/M David Scott 12/13/85
VICTIM: W/M John Poulin 12/07/64
INCIDENT: Battery
SUMMARY: The suspect (Scott) was at Harat's restaurant where he got into an altercation with Victim, Poulin. Scott charged at the Poulin and swung at him. The victim, who was much bigger, took the suspect to the ground and neutralized the situation. Deputies arrived and separated the parties. The victim advised he did not wish to prosecute and signed a waiver. Scott was released from the scene. No injuries were reported.

CASE: 13-2408-000435 (Dep. Ogando)
DATE/TIME: 08/20/24 @ 2035 Hrs.
LOCATION: Commercial Blvd and Trade Winds
ARRESTEE: W/M Andrew Robert Miller 07/16/90
INCIDENT: Warrant (Arrest)
SUMMARY: A traffic stop was conducted on a vehicle for making an illegal left turn. A records check revealed the driver had three active warrants out of Port Saint Lucie for false name to LEO, Fraud, and Falsifying Tag/Decaled. The suspect was placed into custody and charged accordingly.

CASE: 13-2408-000518 (Dep. Figueroa)
DATE/TIME: 08/24/2024 at 21:58 Hrs.
LOCATION: 117 Commercial Blvd
SUSPECT: Unknown W/F
VICTIM: Kilwins
INCIDENT: Petit Theft – Retail / Shoplifting
SUMMARY: An unknown white female suspect entered the Kilwins store, along with four other white females. The suspect selected two boxes of assorted Marzipan fruits and concealed the items with a baseball hat. The suspect then walked out of the store, without paying for the items.

Total value of loss is \$27.90. There is surveillance video available.

CASE: 13-2408-000528 (Dep. Pitulan)

DATE/TIME: 08/25/24 @ 2152 Hrs.

LOCATION: 111 Commercial Blvd

ARRESTEE: W/M Michael Hafenecker 03/12/56

VICTIM: Diamond and Doggies

INCIDENT: Criminal Mischief (Arrest)

SUMMARY: The Arrestee walked into the Diamond and Doggies business and removed a life-sized cardboard cutout of Donald Trump. The arrestee intentionally ripped the head off the cardboard cutout and began punching the body of the cardboard causing it to break. The damaged property was valued at \$150. Several customers and employees were able to positively identify the suspect who was taken into custody at a nearby business and charged with criminal mischief.

CASE: 13-2408-000549 (Deputy Cathcart)

DATE/TIME: 08/25/24

LOCATION: 4404 N Ocean Drive (Coast Boutique)

VICTIM: Ina Marakanaga W/F, 7/28/71

INCIDENT: Fraud

SUMMARY: Victim reported unknown subject(s) obtained her business credit card from Facebook and fraudulently purchased a VR headset. The victim received an alert notifying her the merchandise was set to be delivered to an address in Sunrise.

CASE: 13-2408-000611 (Deputy Figueroa)

DATE/TIME: 08/29/2024 22:24

LOCATION: 101 Commercial Blvd

ARRESTEE: Michael Nudenberg (W/M 11/21/1961)

VICTIM: LBTS

VEHICLE: 2022 White Mercedes LS55 (FL Tag RXLX05)

INCIDENT: Traffic Crash Hit and Run / DUI (Arrest)

SUMMARY: A vehicle veered off the road and hit a "dead man" pole located on the sidewalk. The pole received minor damage to its paint. A witness advised that the vehicle left the scene, but it was one block away stopped at a traffic light. A traffic stop was performed at the 2800 block of Commercial Blvd, in Fort Lauderdale, and the driver was detained pending investigation. There were signs that the driver was intoxicated. The DUI task force responded and conducted a DUI investigation. The driver was subsequently placed under arrest for DUI. The vehicle was towed by Sal's towing.

CASE: 13-2408-000613 (Deputy Roach)

DATE/TIME: 08/29/2024 23:41

LOCATION: 4660 El Mar Dr

ARRESTEE: Anthony Trendrale Daniels (B/M 01/26/1992)

VICTIM: Sanoh Aura Arostegui (B/F 03/05/1991)

INCIDENT: Strongarm Robbery / Battery - Dating Violence (Arrest)

SUMMARY: Daniels and Arostegui have been in a dating relationship for more than a month. On this date, they were at the Plunge Hotel, and became involved in an altercation that escalated to Daniels pushing Arostegui and forcefully taking her phone from her hand. Daniels was subsequently arrested. BSO Robbery Detective Shaun Halleran responded to conduct further investigation. Daniels was turned over to Broward County Jail.

MONTHLY ARREST LOGS:

Misd/Fel	Charge	Street
Fel	Grand Theft 10K less than 20k	110 Commercial Blvd
Fel	Burglary Structure	4343 N Ocean Dr
Fel	Burglary Structure	4343 N Ocean Dr
Misd	Petit Theft	4343 N Ocean Dr
Misd	Petit Theft	4343 N Ocean Dr
Fel	Burglary Occupied Structure Unarmed	4200 El Mar Dr
Fel	Burglary Unoccupied Dwelling Unarmed	4200 El Mar Dr
Misd	Battery	114 Commercial Blvd
Misd	Trespass Property	4400 El Mar Dr
Fel	Battery LEO	14C Commercial Blvd
Misd	Criminal Mischief	111 Commercial Blvd
Fel	Robbery No Weapon (DV)	4660 El Mar Dr

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2023 YTD	2024 YTD
AUTO THEFT	0	1	11	6
BURGLARY-BUSINESS	1	0	1	2
BURGLARY-CONVEYANCE	0	1	13	12
BURGLARY-RESIDENCE	1	0	5	2
BURGLARY-STRUCTURE	0	0	1	0
FORCIBLE SEX	0	0	0	1
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	0	5	3
HOMICIDE	0	0	0	0
ROBBERY	1	0	0	2
THEFT-GRAND	1	2	20	14
THEFT-PETIT	1	6	25	29
TOTALS	5	10	81	71

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	28
COP Hours Worked - Month	9
COP Patrol Miles - Month	21
COP Hours Worked - YTD	554
COP Patrol Miles - YTD	1,188

COP Bike Patrol Hours - Month	0
COP Bike Patrol Hours - YTD	13

COP Beach Patrol Hours – Month	0
COP Beach Patrol Hours - YTD	105.5

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	2024 YTD
Reserve Deputy - Days Worked	6	28
Reserve Deputy - Hours Worked	45.5	265.5

MONTHLY STAFFING AND STATISTICAL REPORT:

The August 2024 Monthly Staffing and Statistical Report is attached.



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

August 31, 2024

CURRENT STAFFING ALLOCATIONS

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

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
Deputy Brian Swadkins	15817	Light Duty	Medical

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
Deputy Brann Redl	10365	Training Division	Defensive Tactic Training	13
Deputy Manuel Alvarez	14964	QRF	Adjunct Training	9
			TOTAL	22



Lauderdale by the Sea Monthly Activity AUGUST 2024

Reports/Calls		Traffic	
Miscellaneous Service		Types of Citation	
Event Reports	35	Non-Moving / Moving Citation	119
Accidents	7	Parking	0
Calls for Service	658	Warnings	131
		Total Citations	250
Arrests		Time Worked	
Type of Arrest		Hours Worked	
Felony	6	Bike Patrol	0.00
Misdemeanor	5	Court Overtime	12
Warrant (Felony)	0	Training Hours	51
Warrant (Misd.)	0	Detached	22
DUI (Felony)	0	Other Overtime	90
DUI (Misdemeanor)	0	Days Worked	31
NIC (Felony)	0		
NIC (Misdemeanor)	0		
DV (Felony)	1		
DV (Misd.)	0		
Total Arrests	12		
General		Narrative	
FI	6	ATV/UTV: 229 Miles / 26 Hours Reserve Deputies worked 6 shifts (45.5 hrs)	
Truant	0		
Truant Debriefed	0		
Elder Link	0		



Agenda Item No: 7.b.

Town Commission Agenda Item Report

Meeting Date: September 18, 2024

Submitted By: Ashley Zalewski, Fire Inspector Ashley Zalewski

Submitting Department: Administration

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: PBFR August 2024 Public Safety Report

Explanation: PBFR August 2024 report prepared by Fire Inspector Ashley Zalewski.

Recommendation: Accept/Approve

Exhibits:

1. PBFR August 2024 Report



POMPANO BEACH
FIRE RESCUE
Bureau of Fire Prevention

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

TO: LINDA CONNORS, TOWN MANAGER

FROM: ASHLEY ZALEWSKI

SUBJECT: PBFR PUBLIC SAFETY REPORT – AUGUST 2024

CC: PETE MCGINNIS

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

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

- Community Event- 0

Plan Reviews and Fees:

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

Type	Amount/Number
Plans Reviewed	23
Square Footage	119,905
Plan Review Revision Fee	\$
Fire/Rescue Fee	\$0.00
Total Project Cost	\$648,548.50
PBFR Plan Review Fee	\$3530.14
PBFR Tech Fee	\$70.60
New Constructions	22
Annual Inspections	10
Meetings	5

Plan Type	Plans Reviewed
30- Apartments	11
38- Business	6
90- Site Plan	4
28- Hotel	2
Grand Total	23

Complaints & Notice of Violation:

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

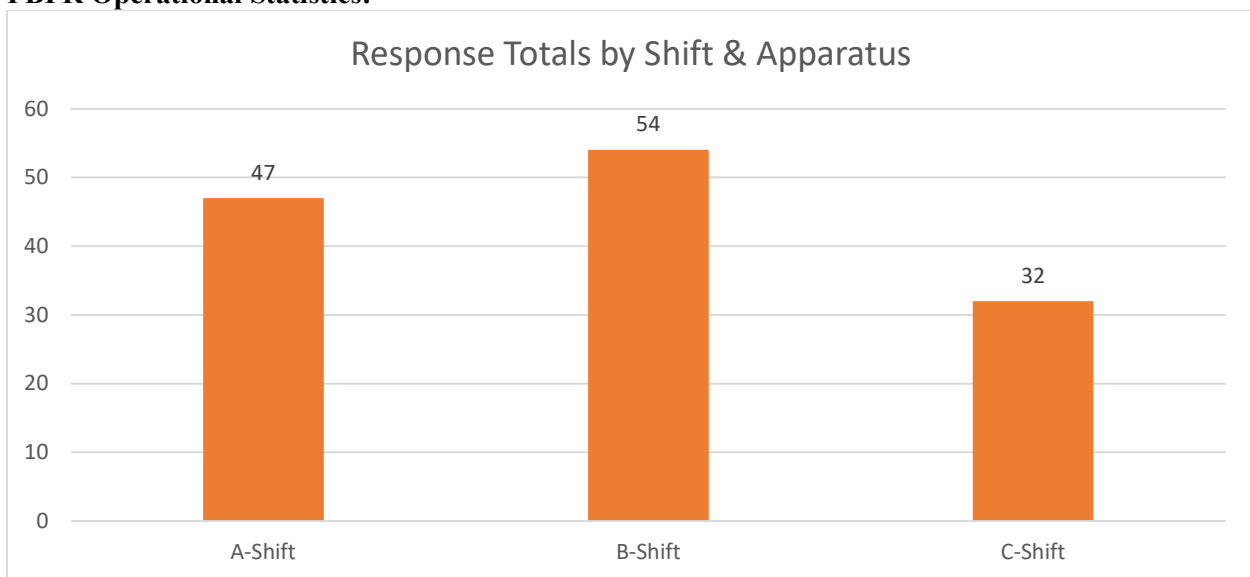
	Assigned	On Going	Completed
8/01/2024 through 08/31/24	0	0	0

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

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

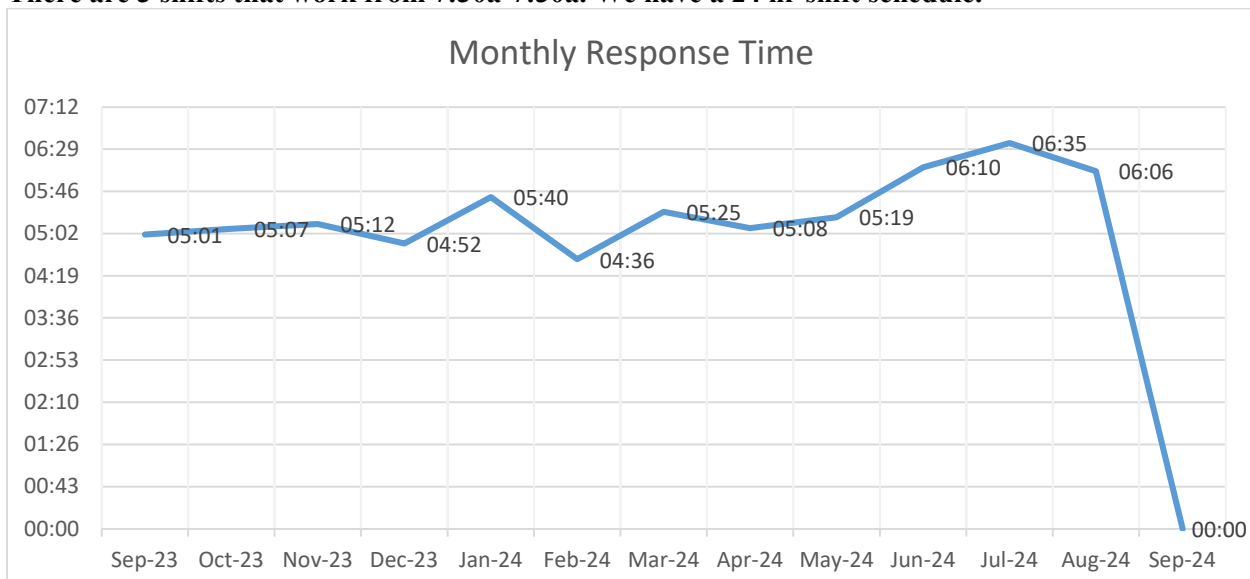
Structure Fires	Estimated Property Loss	Civilian Casualty	Civilian Deaths	Total
Structure Fires	Estimated Property Loss	Civilian Casualty	Civilian Deaths	Total
02 - Residential - Apartments	\$0.00	0	0	0
04 - Other Residential	\$0.00	0	0	0
06 - Public Assembly	\$0.00	0	0	0
09 - Stores and Offices	\$0.00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

PBFR Operational Statistics:



Total call for month: 133

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



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

8/1/24 7:04 AM	Station 12	A-Shift	R12	8/1/24 7:04 AM	8/1/24 7:07 AM	EMS call, excluding vehicle accident with injury	0:03:23
8/1/24 2:00 PM	Station 12	B-Shift	R12	8/1/24 2:00 PM	8/1/24 2:10 PM	EMS call, excluding vehicle accident with injury	0:09:45
8/1/24 2:26 PM	Station 12	B-Shift	Q12	8/1/24 2:26 PM	8/1/24 2:33 PM	EMS call, excluding vehicle accident with injury	0:07:05
8/1/24 4:45 PM	Station 12	B-Shift	Q12	8/1/24 4:47 PM	8/1/24 4:52 PM	Carbon monoxide detector activation, no CO	0:05:25
8/2/24 10:57 AM	Station 12	C-Shift	R12	8/2/24 10:57 AM	8/2/24 11:01 AM	EMS call, excluding vehicle accident with injury	0:04:03
8/2/24 8:08 PM	Station 12	C-Shift	Q12	8/2/24 8:09 PM	8/2/24 8:13 PM	Gas leak (natural gas or LPG)	0:04:34
8/2/24 8:08 PM	Station 12	C-Shift	R12	8/2/24 8:09 PM	8/2/24 8:14 PM	Gas leak (natural gas or LPG)	0:05:03
8/2/24 9:26 PM	Station 12	C-Shift	R12	8/2/24 9:26 PM	8/2/24 9:30 PM	EMS call, excluding vehicle accident with injury	0:04:18
8/3/24 10:06 AM	Station 12	A-Shift	R12	8/3/24 10:06 AM	8/3/24 10:10 AM	EMS call, excluding vehicle accident with injury	0:04:03
8/3/24 4:01 PM	Station 12	A-Shift	R12	8/3/24 4:01 PM	8/3/24 4:05 PM	EMS call, excluding vehicle accident with injury	0:03:55
8/3/24 5:18 PM	Station 12	A-Shift	R12	8/3/24 5:18 PM	8/3/24 5:26 PM	EMS call, excluding vehicle accident with injury	0:07:52
8/3/24 9:25 PM	Station 12	A-Shift	Q12	8/3/24 9:26 PM	8/3/24 9:34 PM	Power line down	0:08:18
8/3/24 10:28 PM	Station 12	A-Shift	Q12	8/3/24 10:29 PM	8/3/24 10:40 PM	Arcing, shorted electrical equipment	0:11:07
8/3/24 10:34 PM	Station 12	A-Shift	Q12	8/3/24 10:42 PM	8/3/24 10:52 PM	Arcing, shorted electrical equipment	0:09:41
8/3/24 11:02 PM	Station 12	A-Shift	R12	8/3/24 11:09 PM	8/3/24 11:27 PM	EMS call, excluding vehicle accident with injury	0:17:55
8/3/24 11:02 PM	Station 12	A-Shift	Q12	8/3/24 11:03 PM	8/3/24 11:07 PM	EMS call, excluding vehicle accident with injury	0:03:43
8/3/24 11:10 PM	Station 12	A-Shift	R12	8/3/24 11:12 PM	8/3/24 11:13 PM	No incident found on arrival at dispatch address	0:00:18
8/4/24 8:57 AM	Station 12	B-Shift	Q12	8/4/24 8:58 AM	8/4/24 9:07 AM	Removal of victim(s) from stalled elevator	0:08:50
8/4/24 5:04 PM	Station 12	B-Shift	R12	8/4/24 5:04 PM	8/4/24 5:07 PM	EMS call, excluding vehicle accident with injury	0:02:37
8/4/24 5:58 PM	Station 12	B-Shift	Q12	8/4/24 5:58 PM	8/4/24 6:04 PM	Alarm system activation, no fire - unintentional	0:05:28
8/4/24 7:05 PM	Station 12	B-Shift	Q12	8/4/24 7:06 PM	8/4/24 7:10 PM	Local alarm system, malicious false alarm	0:03:47
8/4/24 7:09 PM	Station 12	B-Shift	R12	8/4/24 7:09 PM	8/4/24 7:11 PM	EMS call, excluding vehicle accident with injury	0:02:53
8/4/24 11:28 PM	Station 12	B-Shift	R12	8/4/24 11:28 PM	8/4/24 11:36 PM	EMS call, excluding vehicle accident with injury	0:07:55
8/5/24 1:09 AM	Station 12	B-Shift	R12	8/5/24 1:10 AM	8/5/24 1:15 AM	EMS call, excluding vehicle accident with injury	0:05:23
8/5/24 2:21 AM	Station 12	B-Shift	Q12	8/5/24 2:24 AM	8/5/24 2:35 AM	Smoke scare, odor of smoke	0:11:13
8/5/24 2:21 AM	Station 12	B-Shift	R12	8/5/24 2:24 AM	8/5/24 2:30 AM	Smoke scare, odor of smoke	0:06:29
8/5/24 2:21 AM	Station 12	B-Shift	Q12	8/5/24 2:24 AM	8/5/24 2:35 AM	Smoke scare, odor of smoke	0:11:13
8/6/24 8:26 AM	Station 12	A-Shift	R12	8/6/24 8:31 AM	8/6/24 8:39 AM	EMS call, excluding vehicle accident with injury	0:08:08
8/6/24 8:26 AM	Station 12	A-Shift	Q12	8/6/24 8:29 AM	8/6/24 8:36 AM	EMS call, excluding vehicle accident with injury	0:07:04
8/6/24 1:29 PM	Station 12	A-Shift	R12	8/6/24 1:31 PM	8/6/24 1:36 PM	EMS call, excluding vehicle accident with injury	0:04:28

8/6/24 4:45 PM	Station 12	A-Shift	R12	8/6/24 4:47 PM	8/6/24 4:52 PM	Person in distress, other	0:05:08
8/6/24 4:45 PM	Station 12	A-Shift	Q12	8/6/24 4:47 PM	8/6/24 4:52 PM	Person in distress, other	0:04:56
8/6/24 8:19 PM	Station 12	A-Shift	R12	8/6/24 8:24 PM	8/6/24 8:29 PM	Person in distress, other	0:04:42
8/6/24 8:19 PM	Station 12	A-Shift	Q12	8/6/24 8:24 PM	8/6/24 8:29 PM	Person in distress, other	0:04:44
8/6/24 8:52 PM	Station 12	A-Shift	Q12	8/6/24 8:53 PM	8/6/24 8:59 PM	EMS call, excluding vehicle accident with injury	0:06:05
8/6/24 9:32 PM	Station 12	A-Shift	R12	8/6/24 9:32 PM	8/6/24 9:36 PM	EMS call, excluding vehicle accident with injury	0:04:05
8/7/24 6:52 PM	Station 12	B-Shift	R12	8/7/24 6:52 PM	8/7/24 6:56 PM	Motor vehicle accident with injuries	0:04:36
8/8/24 11:20 AM	Station 12	C-Shift	R12	8/8/24 11:20 AM	8/8/24 11:30 AM	EMS call, excluding vehicle accident with injury	0:09:45
8/8/24 12:52 PM	Station 12	C-Shift	Q12	8/8/24 12:53 PM	8/8/24 1:01 PM	Arcing, shorted electrical equipment	0:07:38
8/8/24 3:14 PM	Station 12	C-Shift	R12	8/8/24 3:14 PM	8/8/24 3:22 PM	EMS call, excluding vehicle accident with injury	0:07:30
8/9/24 8:07 AM	Station 12	A-Shift	Q12	8/9/24 8:09 AM	8/9/24 8:14 AM	Alarm system activation, no fire - unintentional	0:04:55
8/9/24 11:50 AM	Station 12	A-Shift	R12	8/9/24 11:50 AM	8/9/24 11:54 AM	EMS call, excluding vehicle accident with injury	0:04:02
8/9/24 12:46 PM	*Station 103	A-Shift	R12	8/9/24 12:48 PM	8/9/24 12:53 PM	No incident found on arrival at dispatch address	0:05:13
8/9/24 10:33 PM	Station 12	A-Shift	R12	8/9/24 10:33 PM	8/9/24 10:38 PM	EMS call, excluding vehicle accident with injury	0:04:34
8/9/24 10:51 PM	Station 12	A-Shift	Q12	8/9/24 10:53 PM	8/9/24 11:02 PM	Water & ice-related rescue, other	0:08:48
8/10/24 1:56 PM	Station 12	B-Shift	R12	8/10/24 1:56 PM	8/10/24 2:03 PM	EMS call, excluding vehicle accident with injury	0:06:18
8/10/24 2:01 PM	Station 12	B-Shift	Q12	8/10/24 2:01 PM	8/10/24 2:06 PM	No incident found on arrival at dispatch address	0:04:59
8/10/24 2:59 PM	Station 12	B-Shift	Q12	8/10/24 3:01 PM	8/10/24 3:05 PM	EMS call, excluding vehicle accident with injury	0:04:02
8/10/24 2:59 PM	Station 12	B-Shift	R12	8/10/24 3:03 PM	8/10/24 3:05 PM	EMS call, excluding vehicle accident with injury	0:02:02
8/10/24 6:37 PM	Station 12	B-Shift	R12	8/10/24 6:37 PM	8/10/24 6:41 PM	EMS call, excluding vehicle accident with injury	0:03:51
8/10/24 7:50 PM	Station 12	B-Shift	R12	8/10/24 7:50 PM	8/10/24 7:58 PM	EMS call, excluding vehicle accident with injury	0:07:13
8/10/24 10:30 PM	Station 12	B-Shift	R12	8/10/24 10:30 PM	8/10/24 10:37 PM	EMS call, excluding vehicle accident with injury	0:07:32
8/10/24 10:30 PM	Station 12	B-Shift	Q12	8/10/24 10:36 PM	8/10/24 10:44 PM	EMS call, excluding vehicle accident with injury	0:07:26
8/11/24 2:42 PM	Station 12	C-Shift	R12	8/11/24 2:44 PM	8/11/24 2:49 PM	EMS call, excluding vehicle accident with injury	0:05:12
8/12/24 12:24 AM	Station 12	C-Shift	Q12	8/12/24 12:27 AM	8/12/24 12:37 AM	Smoke detector activation, no fire - unintentional	0:10:28
8/12/24 12:46 AM	Station 12	C-Shift	R12	8/12/24 12:46 AM	8/12/24 12:52 AM	EMS call, excluding vehicle accident with injury	0:05:51
8/12/24 1:49 AM	Station 12	C-Shift	R12	8/12/24 1:49 AM	8/12/24 1:54 AM	EMS call, excluding vehicle accident with injury	0:04:43
8/12/24 9:17 AM	Station 12	A-Shift	Q12	8/12/24 9:19 AM	8/12/24 9:25 AM	Alarm system sounded due to malfunction	0:06:45
8/12/24 10:40 AM	Station 12	A-Shift	Q12	8/12/24 10:42 AM	8/12/24 10:48 AM	No incident found on arrival at dispatch address	0:06:18
8/12/24 10:38 PM	Station 12	A-Shift	R12	8/12/24 10:41 PM	8/12/24 10:48 PM	No incident found on arrival at dispatch address	0:07:16
8/13/24 11:10 AM	Station 12	B-Shift	Q12	8/13/24 11:12 AM	8/13/24 11:18 AM	EMS call, excluding vehicle accident with injury	0:05:18

8/13/24 7:03 PM	Station 12	B-Shift	R12	8/13/24 7:04 PM	8/13/24 7:09 PM	EMS call, excluding vehicle accident with injury	0:04:40
8/13/24 8:11 PM	Station 12	B-Shift	Q12	8/13/24 8:12 PM	8/13/24 8:18 PM	EMS call, excluding vehicle accident with injury	0:05:30
8/13/24 8:11 PM	Station 12	B-Shift	R12	8/13/24 8:12 PM	8/13/24 8:17 PM	EMS call, excluding vehicle accident with injury	0:05:03
8/14/24 2:52 PM	Station 12	C-Shift	R12	8/14/24 2:52 PM	8/14/24 2:58 PM	Emergency medical service incident, other	0:06:30
8/14/24 5:18 PM	Station 12	C-Shift	R12	8/14/24 5:18 PM	8/14/24 5:22 PM	EMS call, excluding vehicle accident with injury	0:04:13
8/14/24 5:33 PM	Station 12	C-Shift	Q12	8/14/24 5:33 PM	8/14/24 5:37 PM	EMS call, excluding vehicle accident with injury	0:04:33
8/15/24 9:09 AM	Station 12	A-Shift	R12	8/15/24 9:14 AM	8/15/24 9:22 AM	No incident found on arrival at dispatch address	0:07:18
8/15/24 2:36 PM	Station 12	A-Shift	Q12	8/15/24 2:37 PM	8/15/24 2:38 PM	Water or steam leak	0:00:28
8/15/24 3:59 PM	Station 12	A-Shift	Q12	8/15/24 3:59 PM	8/15/24 4:00 PM	EMS call, excluding vehicle accident with injury	0:00:22
8/15/24 10:23 PM	Station 12	A-Shift	R12	8/15/24 10:23 PM	8/15/24 10:28 PM	EMS call, excluding vehicle accident with injury	0:04:37
8/16/24 7:24 AM	Station 12	B-Shift	R12	8/16/24 7:24 AM	8/16/24 7:30 AM	EMS call, excluding vehicle accident with injury	0:05:49
8/16/24 9:27 AM	Station 12	B-Shift	Q12	8/16/24 9:29 AM	8/16/24 9:37 AM	Detector activation, no fire - unintentional	0:07:46
8/16/24 10:28 AM	Station 12	B-Shift	Q12	8/16/24 10:29 AM	8/16/24 10:29 AM	Medical assist, assist EMS crew	0:00:06
8/16/24 1:44 PM	Station 12	B-Shift	R12	8/16/24 1:45 PM	8/16/24 1:50 PM	EMS call, excluding vehicle accident with injury	0:04:35
8/17/24 8:32 AM	Station 12	C-Shift	Q12	8/17/24 8:34 AM	8/17/24 8:37 AM	Detector activation, no fire - unintentional	0:03:32
8/17/24 10:19 AM	Station 12	C-Shift	R12	8/17/24 10:19 AM	8/17/24 10:22 AM	Assist invalid	0:02:39
8/17/24 8:49 PM	Station 12	C-Shift	R12	8/17/24 8:49 PM	8/17/24 8:57 PM	EMS call, excluding vehicle accident with injury	0:08:28
8/17/24 8:58 PM	Station 12	C-Shift	Q12	8/17/24 8:59 PM	8/17/24 9:07 PM	No incident found on arrival at dispatch address	0:07:57
8/17/24 9:16 PM	Station 12	C-Shift	Q12	8/17/24 9:16 PM	8/17/24 9:20 PM	EMS call, excluding vehicle accident with injury	0:04:12
8/18/24 11:56 AM	Station 12	A-Shift	Q12	8/18/24 11:57 AM	8/18/24 12:12 PM	Smoke detector activation, no fire - unintentional	0:14:53
8/18/24 11:47 PM	Station 12	A-Shift	R12	8/18/24 11:47 PM	8/18/24 11:54 PM	EMS call, excluding vehicle accident with injury	0:06:54
8/19/24 9:01 AM	Station 12	B-Shift	R12	8/19/24 9:01 AM	8/19/24 9:08 AM	EMS call, excluding vehicle accident with injury	0:06:34
8/19/24 12:10 PM	Station 12	B-Shift	R12	8/19/24 12:10 PM	8/19/24 12:13 PM	EMS call, excluding vehicle accident with injury	0:03:17
8/19/24 1:37 PM	Station 12	B-Shift	Q12	8/19/24 1:39 PM	8/19/24 1:45 PM	Detector activation, no fire - unintentional	0:05:31
8/19/24 2:55 PM	Station 12	B-Shift	Q12	8/19/24 2:55 PM	8/19/24 3:04 PM	Motor vehicle accident with no injuries.	0:08:40
8/19/24 2:55 PM	Station 12	B-Shift	R12	8/19/24 2:55 PM	8/19/24 3:05 PM	Motor vehicle accident with no injuries.	0:09:07
8/19/24 8:09 PM	Station 12	B-Shift	R12	8/19/24 8:09 PM	8/19/24 8:14 PM	EMS call, excluding vehicle accident with injury	0:05:21
8/20/24 5:06 AM	Station 12	B-Shift	Q12	8/20/24 5:08 AM	8/20/24 5:21 AM	Public service assistance, other	0:12:49
8/20/24 6:47 AM	Station 12	B-Shift	R12	8/20/24 6:47 AM	8/20/24 6:54 AM	EMS call, excluding vehicle accident with injury	0:06:48
8/20/24 1:09 PM	Station 12	C-Shift	R12	8/20/24 1:10 PM	8/20/24 1:23 PM	EMS call, excluding vehicle accident with injury	0:12:42
8/20/24 3:18 PM	Station 12	C-Shift	R12	8/20/24 3:18 PM	8/20/24 3:25 PM	EMS call, excluding vehicle accident with injury	0:06:38

8/21/24 6:40 AM	Station 12	C-Shift	R12	8/21/24 6:40 AM	8/21/24 6:46 AM	EMS call, excluding vehicle accident with injury	0:06:08
8/21/24 8:38 AM	Station 12	A-Shift	R12	8/21/24 8:38 AM	8/21/24 8:53 AM	EMS call, excluding vehicle accident with injury	0:15:26
8/21/24 8:38 AM	Station 12	A-Shift	R12	8/21/24 8:38 AM	8/21/24 8:53 AM	EMS call, excluding vehicle accident with injury	0:15:26
8/21/24 10:01 AM	Station 12	A-Shift	R12	8/21/24 10:01 AM	8/21/24 10:05 AM	EMS call, excluding vehicle accident with injury	0:04:33
8/21/24 10:26 AM	Station 12	A-Shift	Q12	8/21/24 10:27 AM	8/21/24 10:34 AM	Smoke detector activation due to malfunction	0:07:31
8/21/24 1:54 PM	Station 12	A-Shift	Q12	8/21/24 1:58 PM	8/21/24 2:12 PM	Assist police or other governmental agency	0:13:58
8/21/24 6:50 PM	Station 12	A-Shift	R12	8/21/24 6:50 PM	8/21/24 6:54 PM	EMS call, excluding vehicle accident with injury	0:04:14
8/21/24 10:54 PM	Station 12	A-Shift	R12	8/21/24 10:55 PM	8/21/24 11:02 PM	Assist invalid	0:06:55
8/21/24 11:14 PM	Station 12	A-Shift	Q12	8/21/24 11:14 PM	8/21/24 11:21 PM	EMS call, excluding vehicle accident with injury	0:06:37
8/21/24 11:14 PM	Station 12	A-Shift	R12	8/21/24 11:30 PM	8/21/24 11:32 PM	EMS call, excluding vehicle accident with injury	0:02:05
8/22/24 10:23 AM	Station 12	B-Shift	R12	8/22/24 10:23 AM	8/22/24 10:27 AM	EMS call, excluding vehicle accident with injury	0:04:09
8/22/24 12:13 PM	Station 12	B-Shift	R12	8/22/24 12:13 PM	8/22/24 12:18 PM	EMS call, excluding vehicle accident with injury	0:04:56
8/22/24 2:15 PM	Station 12	B-Shift	R12	8/22/24 2:15 PM	8/22/24 2:21 PM	EMS call, excluding vehicle accident with injury	0:06:34
8/23/24 11:57 AM	Station 12	C-Shift	R12	8/23/24 11:57 AM	8/23/24 12:04 PM	EMS call, excluding vehicle accident with injury	0:06:37
8/23/24 9:14 PM	Station 12	C-Shift	Q12	8/23/24 9:14 PM	8/23/24 9:22 PM	EMS call, excluding vehicle accident with injury	0:08:16
8/23/24 11:50 PM	Station 12	C-Shift	R12	8/23/24 11:50 PM	8/23/24 11:57 PM	EMS call, excluding vehicle accident with injury	0:06:44
8/24/24 4:31 PM	Station 12	A-Shift	R12	8/24/24 4:31 PM	8/24/24 4:35 PM	EMS call, excluding vehicle accident with injury	0:03:02
8/24/24 7:46 PM	Station 12	A-Shift	R12	8/24/24 7:46 PM	8/24/24 7:49 PM	EMS call, excluding vehicle accident with injury	0:02:30
8/24/24 8:10 PM	Station 12	A-Shift	R12	8/24/24 8:15 PM	8/24/24 8:17 PM	EMS call, excluding vehicle accident with injury	0:02:16
8/25/24 6:00 AM	Station 12	A-Shift	Q12	8/25/24 6:02 AM	8/25/24 6:10 AM	Smoke detector activation due to malfunction	0:08:08
8/25/24 2:12 PM	Station 12	B-Shift	R12	8/25/24 2:13 PM	8/25/24 2:15 PM	EMS call, excluding vehicle accident with injury	0:01:36
8/25/24 3:56 PM	Station 12	B-Shift	R12	8/25/24 3:56 PM	8/25/24 4:00 PM	EMS call, excluding vehicle accident with injury	0:03:32
8/25/24 5:43 PM	Station 12	B-Shift	Q12	8/25/24 5:45 PM	8/25/24 5:49 PM	Smoke detector activation, no fire - unintentional	0:04:35
8/25/24 6:07 PM	Station 12	B-Shift	R12	8/25/24 6:07 PM	8/25/24 6:12 PM	EMS call, excluding vehicle accident with injury	0:04:43
8/25/24 7:58 PM	Station 12	B-Shift	R12	8/25/24 7:58 PM	8/25/24 8:02 PM	EMS call, excluding vehicle accident with injury	0:04:11
8/26/24 2:37 AM	Station 12	B-Shift	R12	8/26/24 2:39 AM	8/26/24 2:45 AM	EMS call, excluding vehicle accident with injury	0:05:39
8/26/24 5:11 PM	Station 12	C-Shift	Q12	8/26/24 5:13 PM	8/26/24 5:19 PM	No incident found on arrival at dispatch address	0:06:46
8/26/24 10:48 PM	Station 12	C-Shift	R12	8/26/24 10:50 PM	8/26/24 10:56 PM	EMS call, excluding vehicle accident with injury	0:05:32
8/28/24 5:21 PM	Station 12	B-Shift	Q12	8/28/24 5:23 PM	8/28/24 5:28 PM	Smoke detector activation, no fire - unintentional	0:05:49
8/28/24 7:53 PM	Station 12	B-Shift	R12	8/28/24 7:58 PM	8/28/24 8:04 PM	EMS call, excluding vehicle accident with injury	0:06:09
8/29/24 2:24 AM	Station 12	B-Shift	R12	8/29/24 2:24 AM	8/29/24 2:29 AM	EMS call, excluding vehicle accident with injury	0:04:56

8/29/24 2:39 AM	Station 12	B-Shift	Q12	8/29/24 2:39 AM	8/29/24 2:46 AM	EMS call, excluding vehicle accident with injury	0:06:57
8/29/24 6:40 PM	Station 12	C-Shift	R12	8/29/24 6:40 PM	8/29/24 6:48 PM	EMS call, excluding vehicle accident with injury	0:08:00
8/29/24 11:33 PM	Station 12	C-Shift	R12	8/29/24 11:33 PM	8/29/24 11:39 PM	EMS call, excluding vehicle accident with injury	0:05:40
8/30/24 12:41 AM	Station 12	C-Shift	Q12	8/30/24 12:42 AM	8/30/24 12:47 AM	Detector activation, no fire - unintentional	0:05:37
8/30/24 10:09 PM	Station 12	A-Shift	R12	8/30/24 10:12 PM	8/30/24 10:16 PM	No incident found on arrival at dispatch address	0:04:31

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

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





Town Commission Agenda Item Report

Meeting Date: September 18, 2024

Submitted By:

Submitting Department: Administration

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report

Explanation: Following is the Town Manager's report for September 18, 2024.

1. Waste Pro Annual Fee Increase

As per the franchise agreement in section 6.8.2 "CPI INCREASE" of the contract. Waste Pro is permitted to request a yearly increase that is tied to the CPI. No CPI adjustment shall be greater than five percent (5%). The increase that will take place on October 1st is 3.5%, which results in an increase of .95 cents per month for single family, duplex, and multifamily cart collection. This 3.5% increase will also be reflected in the cost of servicing commercial and residential dumpsters as well as compactors. The new rates will be posted on the Town's website.

2. Chamber Contract

Agreement 2021-39 with the Chamber of Commerce expires on December 19th of this year. There are currently two, one year, optional renewal periods left should the Town choose to exercise them. Does the Commission wish to move forward with the renewal as stated in the contract, or would the preference be to renegotiate the contract? If the preference is for renegotiation, would the Commission like to appoint one of its members to serve as a liaison in this process?

3. Upcoming Meetings

Date	Meeting	Time
September 26, 2024	Special Magistrate	5:00 pm
October 2, 2024	Planning and Zoning Board	6:00 pm
October 8, 2024	Commission Meeting	6:30 pm

Recommendation: N/A

Exhibits:

1. AG 2021-39 Chamber of Commerce

**AGREEMENT BETWEEN
THE TOWN OF LAUDERDALE-BY-THE-SEA AND
THE LAUDERDALE-BY-THE-SEA CHAMBER OF COMMERCE**

THIS is an AGREEMENT (the "Agreement") made this 20th day of December 2021 by and between the Town of Lauderdale-By-The-Sea, Florida, a municipal corporation organized and operating under the laws of the State of Florida (the "TOWN"), and the Lauderdale-By-The-Sea Chamber of Commerce, Inc., a non-profit corporation authorized to do business in the State of Florida (the "CHAMBER").

RECITALS

WHEREAS, the TOWN owns and operates a tourist information center (the "Visitor Center") at 4201 Ocean Drive, Lauderdale-By-The-Sea (the "Facility") for the primary purpose of promoting commerce and tourism within Lauderdale-By-The-Sea; and

WHEREAS, the CHAMBER desires, and the TOWN agrees to allow the CHAMBER to use the Facility for CHAMBER meetings.

NOW, THEREFORE, in consideration of the mutual promises, terms, provisions, covenants and payments set forth herein, it is hereby agreed by and between TOWN and CHAMBER as follows:

1. **Recitals** The above recitals are true and correct and are hereby incorporated herein.

2. **Term and Termination**

- 2.1 This Agreement shall be in effect for three years beginning on 12-20, 2021 and ending on 12-19, 2024 (the "Term"), unless this Agreement is terminated earlier in accordance with the terms of this Agreement.
- 2.2 At the end of the Term, the TOWN shall have the option to renew this Agreement for two (2) periods of one (1) year each (each, a "Renewal Term") by providing 30 days' written notice.
- 2.3 Either party may terminate this Agreement for convenience with 120 days' prior written notice to the other party.

3. **Services and Responsibilities of the CHAMBER**

- 3.1 The CHAMBER shall remain in good standing as a Florida non-profit corporation during the term of this Agreement.
- 3.2 The CHAMBER agrees to partner with the TOWN for two TOWN-sponsored events each year, which may include but are not limited to, the Boo-By-The-Sea and the Farmers Market. These events may be changed upon mutual agreement of

the parties. The CHAMBER'S participation in Town events shall consist of assisting the TOWN in the organization and execution of the events, and other responsibilities, as determined and directed by the TOWN.

- 3.3 The CHAMBER shall aid in the promotion of all TOWN-sponsored events by posting on the CHAMBER'S website and by including information in printed materials, emails, and e-newsletters.

4. Services and Responsibilities of the TOWN

- 4.1 The TOWN agrees to provide non-exclusive use of the Facility during the Term for the benefit of CHAMBER, subject to the terms and conditions of this Agreement. The Facility shall remain at all times the property of TOWN. The CHAMBER may use the Facility only as general office space for CHAMBER business during normal business hours, for functions such as processing payments, filings, and answering phone calls and emails.
- 4.2 The CHAMBER will be allowed to have exclusive use the Facility every third Wednesday of the month from 8 am to 12 pm for its Board meetings, or as may otherwise be scheduled with the approval of the Town Manager or designee. Additional CHAMBER events may be held at the Facility if approved by the Town Manager. The CHAMBER'S use of the Facility shall be incidental to, and shall not interfere with, the TOWN'S primary use and ownership of the Facility
- 4.3 Personnel employed or contracted by the TOWN at the Facility may be used by the CHAMBER for CHAMBER-related business, as may be separately agreed to between the CHAMBER and TOWN employee, provided such agreement does not interfere with TOWN business or operations and does not prevent the personnel from meeting their obligations to the Town. .
- 4.4 TOWN and CHAMBER agree to cooperate in each other's efforts to positively promote the Town of Lauderdale-By-The-Sea and host events intended to bring visitors to the Town of Lauderdale-By-The-Sea and residents to the downtown area.
- 4.5 The TOWN agrees to partner with the CHAMBER for the CHAMBER'S Taste-By-The-Sea event, if scheduled, by providing assistance with permits and approvals and providing in-kind public works services.

5. Equal Employment Opportunity

In the performance of this Agreement, the CHAMBER shall not discriminate against any firm, employee, or applicant for employment or any other firm/individual in providing services on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

6. **Notice**

Whenever any party desires to give notice unto any other party hereunder, it must be given by written notice, sent by certified United States mail, with return receipt requested, by hand delivery or by facsimile transmission with confirmation of receipt, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CHAMBER and TOWN designate as the respective places for giving of notice:

TOWN: Town Manager
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308
Fax: 954-640-4236

CHAMBER: President
Lauderdale-By-The-Sea Chamber of Commerce
4201 Ocean Drive
Lauderdale-By-The-Sea, FL 33308 Fax:
954-769-1560

7. **Property**

The parties agree that all items, equipment, property and materials owned or purchased by CHAMBER shall forever remain the property of CHAMBER. The parties further agree that all items, equipment, property and materials owned or purchased by TOWN shall forever remain the property of TOWN. In the event of damage or destruction to the other party's property, the party causing such damage or destruction shall promptly repair or replace the damaged or destroyed property.

8. **Waiver**

Failure of either party to insist upon strict performance of any covenant or condition of this Agreement or to execute any right herein contained shall not be construed as a waiver or relinquishment for the future of any such covenant condition or right, but the same shall remain in full force and effect.

9. **Severability**

If any provision of this Agreement or 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.

10. **Governing Law**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida.

11. **Extent of Agreement**

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

12. **Indemnification**

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

13. **Insurance**

CHAMBER shall provide evidence of workers compensation that complies with the insurance laws of the State of Florida. The CHAMBER shall carry commercial general liability insurance in an amount no less than \$1,000,000.00 issued by an insurance company rated B+ or better (A.M. Best rating), together with an endorsement naming the Town as an additional or named insured. Evidence of such required insurance must be provided before any work is commenced under this Agreement and annually thereafter.

14. **Ethics.**

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

14.2 No officer or employee of the TOWN, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract

or the proceeds thereof. Any subcontractors hired by the CHAMBER must also adhere to this policy and it must be included in their contracts as well.

- 14.3 No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.
- 14.4 CHAMBER covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to this Agreement and in effect at the time of performance. CHAMBER covenants that it will conduct no activity or provide any service that is unlawful or offensive.

[SIGNATURE PAGE TO FOLLOW]

**AGREEMENT BETWEEN
THE TOWN OF LAUDERDALE-BY-THE-SEA AND
THE LAUDERDALE-BY-THE-SEA CHAMBER OF COMMERCE**

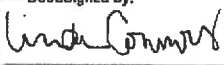
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

TOWN:

CHAMBER:

TOWN OF LAUDERDALE-BY-THE-SEA

LAUDERDALE-BY-THE-SEA
CHAMBER OF COMMERCE, INC.

DocuSigned by:
By: 
Linda Connors, Town Manager

By: _____
Chair of the Board

Date: 12/20/2021

Date: _____

DocuSigned by:
Attest: 
Tedra Allen, Town Clerk

Approved as to Form and Legal Sufficiency:

DocuSigned by:

Town Attorney Susan L. Trevarthen

**AGREEMENT BETWEEN
THE TOWN OF LAUDERDALE-BY-THE-SEA AND
THE LAUDERDALE-BY-THE-SEA CHAMBER OF COMMERCE**

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

TOWN:

CHAMBER:

TOWN OF LAUDERDALE-BY-THE-SEA

LAUDERDALE-BY-THE-SEA
CHAMBER OF COMMERCE, INC.

By: _____
Linda Connors, Town Manager

By: _____
Chair of the Board

Date: _____

Date: 11/10/21

Attest: _____
Tedra Allen, Town Clerk

Approved as to Form and Legal Sufficiency:

Town Attorney Susan L. Trevarthen



Agenda Item No: 8.b.

Town Commission Agenda Item Report

Meeting Date: September 18, 2024

Submitted By: Lucila Lang, Finance Director

Submitting Department: Finance

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: July, 2024 Finance Report

Explanation: Presented is the July 2024 financial report which consists of the attached Revenue/Expenditure Report (Exhibit 2) and the Cash & Investment Report (Exhibit 3). At the end of July, the Town was 83.33% through the fiscal year.

Recommendation: N/A

Exhibits:

1. July 2024 Finance Report
2. July 2024 Revenue_Expenditure Report
3. July 2024 Cash Investment Report

The following is a summary of the operating results through 7/31/24; keep in mind that the percentages stated below exclude appropriations:

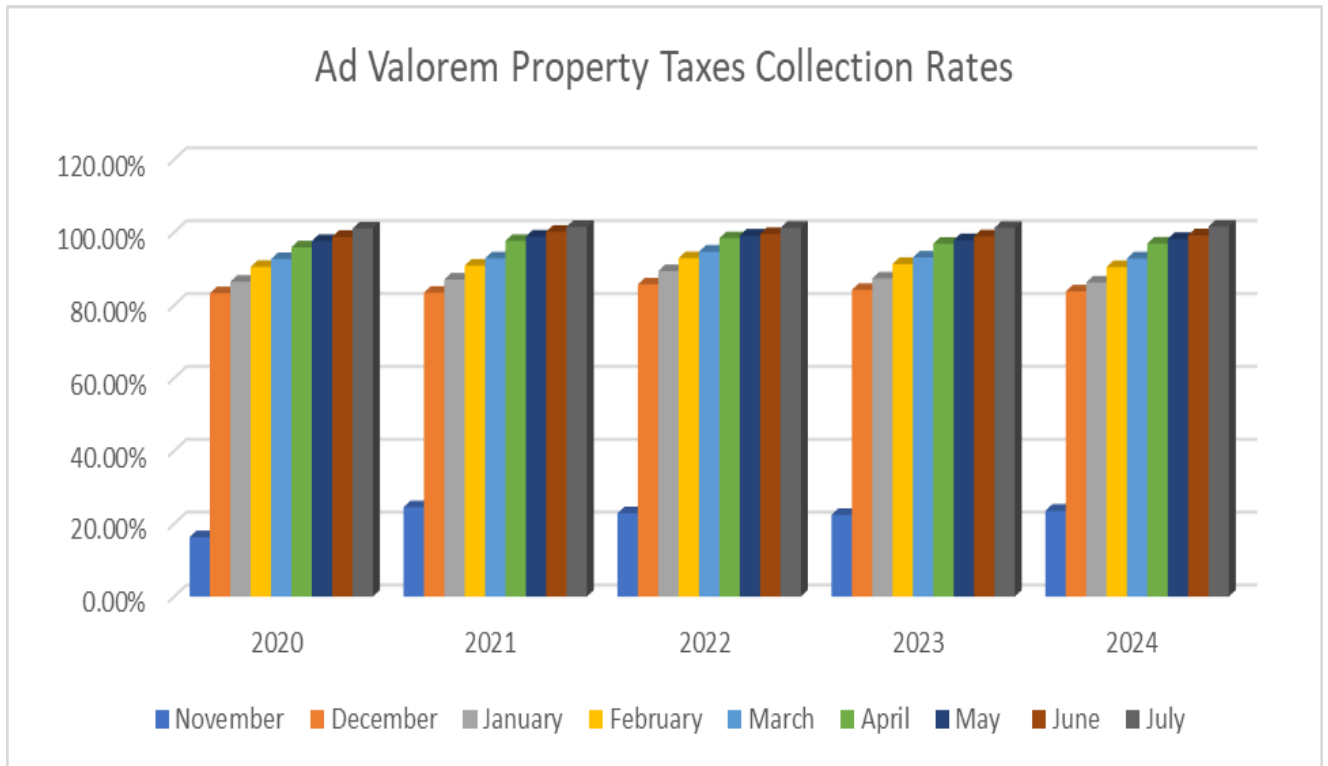
Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	\$ 16,922,144.00	\$ 509,526.00	\$ 16,412,618.00	\$ 16,396,921.33	99.90%	\$ 12,295,392.07	74.91%	\$ 4,101,529.26
Building Fund	\$ 1,253,593.00	\$ 115,000.00	\$ 1,138,593.00	\$ 1,366,061.46	119.98%	\$ 952,601.11	83.66%	\$ 413,460.35
Sewer Fund	\$ 1,707,217.00	\$ 100,000.00	\$ 1,607,217.00	\$ 944,527.40	58.77%	\$ 1,193,273.93	74.24%	\$ (248,746.53)
Fire Fund	\$ 1,372,000.00	\$ 198,985.00	\$ 1,173,015.00	\$ 1,260,920.06	107.49%	\$ 845,069.35	72.04%	\$ 415,850.71
Capital Fund	\$ 4,176,905.00	\$ 2,171,905.00	\$ 2,005,000.00	\$ 1,961,288.92	97.82%	\$ 2,657,401.67	63.62%	\$ (696,112.75)
Parking Fund	\$ 3,961,895.00	\$ 800,000.00	\$ 3,161,895.00	\$ 3,487,809.00	110.31%	\$ 2,887,541.75	72.88%	\$ 600,267.25
Grand Total	\$ 29,393,754.00	\$ 3,895,416.00	\$ 25,498,338.00	\$ 25,417,528.17		\$ 20,831,279.88		\$ 4,586,248.29

Notable items this month are as follows:

General Fund:

- Through the month of July, the Town has received a total of \$12,745,931.50 or 101.56% of Ad Valorem Property Taxes of budgeted amount. (See table below).
- Overall General Fund revenues and expenditures are within budget.

July REPORT INFORMATION					
Collection Rates	2020	2021	2022	2023	2024
November	16.31%	24.52%	22.87%	22.43%	23.56%
December	83.28%	83.41%	85.70%	84.17%	83.76%
January	86.44%	87.04%	89.34%	87.32%	86.22%
February	90.52%	90.85%	92.91%	91.31%	90.48%
March	92.65%	92.83%	94.68%	93.10%	92.82%
April	95.88%	97.64%	98.37%	96.88%	96.91%
May	97.64%	98.85%	99.10%	97.86%	98.17%
June	98.75%	100.17%	99.54%	98.89%	99.20%
July	101.03%	101.51%	101.25%	101.23%	101.56%



Building Fund:

- Building Permit Fees are at 124.01% of the budgeted amount.
- Fund expenditures correlate with the revenues and through this period CAP has billed the Town for 7 months of their services bringing Building Permit Services to 88.32%.

Sewer Fund:

- Sewer Fund revenues are a bit below expectations; expenses are within budget.

Fire Fund:

- Through the month of July, the Town has received a total of \$1,154,559.02 or 101.72% of Property Tax-Fire Assessment of budgeted amount.

Capital Project Fund:

- Activity for the month of July for capital projects is displayed in the chart below.

JULY, 2024 REPORT INFORMATION					
<u>CIP Projects</u>	<u>Budget</u>	<u>YTD Expenditures</u>	<u>July Expenditures</u>	<u>% Completion</u>	<u>Comments</u>
75th Anniversary Art Installation	\$ 125,000.00	\$ -	\$ -	0.00%	No activity for the month of July.
Downtown Enhancement	\$ 2,000,000.00	\$ 1,852,793.96	\$ 112.88	92.64%	Payments made to Flynn Engineering Services, P.A.
Opticome Emergency Vehicle System	\$ 75,000.00	\$ -	\$ -	0.00%	No activity for the month of July.
Bel-Air-Seawall Repair	\$ 366,678.00	\$ 342,310.30	\$ -	93.35%	No activity for the month of July.
Canal Dredging	\$ 75,000.00	\$ 50,426.51	\$ -	67.24%	No activity for the month of July.
Storm Water Rate Study	\$ 65,000.00	\$ -	\$ -	0.00%	No activity for the month of July.
Beach Renourishment	\$ 116,667.00	\$ 116,967.62	\$ 116,666.67	100.26%	Payments made to Broward County.
Pedestrian Amenities	\$ 75,000.00	\$ 71,963.18	\$ 677.26	95.95%	Payments made to Flynn Engineering Services, P.A.
Friedt Park	\$ 700,000.00	\$ -	\$ -	0.00%	No activity for the month of July.
El Mar Drive	\$ 300,000.00	\$ 100,983.80	\$ -	33.66%	No activity for the month of July.
Entry Feature & Traffic Calm	\$ 150,000.00	\$ 26,231.18	\$ 291.11	17.49%	Payment made to Baxter & Woodman, Inc.
Totals:	\$ 4,048,345.00	\$ 2,561,676.55	\$ 117,747.92		

Parking Fund:

- Parking revenues are 101.85% of budgeted amount. As shown in the chart below, revenues for the month of July were 10.77% higher when compared to July, 2023.
- Expenditures are within expectations.

The chart below shows a breakdown of revenue by lots:

	<u>March, 2024</u>		<u>April, 2024</u>		<u>May, 2024</u>		<u>June, 2024</u>		<u>July, 2024</u>	
South Ocean	\$ 36,244.63	\$ (5,723.54)	\$ 35,874.55	\$ 6,214.35	\$ 26,793.03	\$ 14,896.88	\$ 18,443.42	\$ 301.12	\$ 29,045.28	\$ 2,294.32
Ocean Front Meters	\$ 39,911.88	\$ (9,820.01)	\$ 52,676.26	\$ 13,758.06	\$ 45,410.24	\$ (25,707.98)	\$ 41,186.17	\$ (2,725.95)	\$ 54,487.50	\$ 4,705.01
Commercial Blvd. Meters	\$ 11,422.52	\$ (3,541.43)	\$ 13,467.58	\$ 4,118.75	\$ 10,676.00	\$ (1,435.88)	\$ 7,692.70	\$ (1,300.40)	\$ 9,617.65	\$ 1,525.61
Parking Meters-Beach	\$ 21,526.11	\$ (5,205.72)	\$ 26,081.83	\$ 5,909.32	\$ 22,871.42	\$ (2,449.25)	\$ 16,200.56	\$ (2,939.38)	\$ 26,446.35	\$ 3,378.94
Palm Portal-FDG	\$ 16,196.61	\$ (1,932.85)	\$ 11,934.43	\$ (586.12)	\$ 16,561.88	\$ 324.49	\$ 11,816.00	\$ 66.20	\$ 17,589.68	\$ 1,624.77
El Prado Parking Lot	\$ 67,568.22	\$ (18,077.53)	\$ 84,689.20	\$ 24,148.09	\$ 62,871.50	\$ (7,627.54)	\$ 36,881.40	\$ (8,364.81)	\$ 65,122.70	\$ 9,235.30
Town Hall Parking Lot	\$ 4,075.22	\$ (1,579.21)	\$ 5,762.54	\$ 2,204.98	\$ 5,438.15	\$ 647.71	\$ 1,424.72	\$ (79.97)	\$ 2,639.37	\$ (1,535.92)
El Mar Parking Lot	\$ 25,583.45	\$ (4,453.89)	\$ 30,464.69	\$ 7,474.11	\$ 25,889.63	\$ (5,370.42)	\$ 21,619.84	\$ (1,018.80)	\$ 28,420.92	\$ 3,706.33
A1A Parking Lot	\$ 75,402.15	\$ (16,153.90)	\$ 81,744.73	\$ 13,334.02	\$ 66,909.43	\$ (5,654.80)	\$ 42,469.63	\$ (4,297.09)	\$ 67,068.47	\$ 4,031.80
Bougainvillea/Poinciana	\$ 31,272.30	\$ (3,446.39)	\$ 36,781.20	\$ 9,996.02	\$ 28,725.75	\$ 984.28	\$ 17,525.43	\$ (669.10)	\$ 26,515.76	\$ 2,832.89
Monthly Total:	\$ 329,203.09		\$ 379,477.01		\$ 312,147.03		\$ 215,259.87		\$ 326,953.68	
<i>Difference from last year \$:</i>	\$ (69,934.47)		\$ 86,571.58		\$ (31,392.51)		\$ (21,028.18)		\$ 31,799.05	
<i>Difference from last year %:</i>	-17.52%		29.56%		-9.14%		-8.90%		10.77%	

The top producing lots for the month of July were:

1. A1A Parking Lot
2. Ocean Front Meters
3. South Ocean
4. El Mar

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

Parking Fines	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024
	\$ 38,895.00	\$ 21,610.69	\$ 33,075.04	\$ 30,516.50	\$ 30,920.89	\$ 45,304.15

Collections for July include \$5,503.20 collected by RTR Financial Services.



Lauderdale-By-The-Sea, FL

Budget Report

Account Summary

For Fiscal: 2023-2024 Period Ending: 07/31/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
Department: 000000 - Assigned						
001-000000-380200 Appropriated Fund Balance	509,526.00	509,526.00	0.00	0.00	-509,526.00	0.00 %
Department: 000000 - Assigned Total:	509,526.00	509,526.00	0.00	0.00	-509,526.00	0.00%
Department: 301000 - Ad Valorem Property Taxes						
001-301000-311100 Ad Valorem Property Taxes	12,550,550.00	12,550,550.00	295,650.53	12,745,931.50	195,381.50	101.56 %
Department: 301000 - Ad Valorem Property Taxes Total:	12,550,550.00	12,550,550.00	295,650.53	12,745,931.50	195,381.50	101.56%
Department: 301100 - Utility Taxes						
001-301100-311101 Fpl Utility Tax	966,700.00	966,700.00	102,872.89	806,379.39	-160,320.61	83.42 %
001-301100-311440 Gas Utility Tax	22,000.00	22,000.00	1,151.34	17,318.44	-4,681.56	78.72 %
001-301100-314300 Water Utility Tax	182,000.00	182,000.00	19,599.68	155,927.24	-26,072.76	85.67 %
Department: 301100 - Utility Taxes Total:	1,170,700.00	1,170,700.00	123,623.91	979,625.07	-191,074.93	83.68%
Department: 301600 - Franchise Taxes						
001-301600-313100 Fl Power & Light Franchise	663,000.00	663,000.00	55,428.77	562,008.60	-100,991.40	84.77 %
001-301600-313300 Waste Franchise Collection	156,999.00	156,999.00	16,027.13	117,277.26	-39,721.74	74.70 %
001-301600-313301 Waste Franchise Adm-fee	9,000.00	9,000.00	0.00	0.00	-9,000.00	0.00 %
001-301600-313400 Gas Franchise	22,000.00	22,000.00	1,345.10	17,596.76	-4,403.24	79.99 %
001-301600-313600 Towing Franchise Fees	800.00	800.00	0.00	0.00	-800.00	0.00 %
Department: 301600 - Franchise Taxes Total:	851,799.00	851,799.00	72,801.00	696,882.62	-154,916.38	81.81%
Department: 302000 - Licenses & Permits						
001-302000-321100 Business License Taxes	100,000.00	100,000.00	6,126.60	96,913.22	-3,086.78	96.91 %
001-302000-321110 Sidewalk Cafe Row	40,000.00	40,000.00	-1,350.00	47,810.26	7,810.26	119.53 %
001-302000-322150 Miscellaneous Permits	500.00	500.00	50.00	823.16	323.16	164.63 %
001-302000-322250 Zoning Permit & Fees	2,500.00	2,500.00	0.00	320.00	-2,180.00	12.80 %
001-302000-322400 Sign Permits	2,000.00	2,000.00	110.00	710.00	-1,290.00	35.50 %
Department: 302000 - Licenses & Permits Total:	145,000.00	145,000.00	4,936.60	146,576.64	1,576.64	101.09%
Department: 303000 - Intergovernmental Revenues						
001-303000-311120 Municipal Revenue Sharing	180,000.00	180,000.00	17,290.43	176,622.69	-3,377.31	98.12 %
001-303000-311150 Alcoholic Beverage License	16,700.00	16,700.00	1,468.32	10,335.92	-6,364.08	61.89 %
001-303000-311180 Sales Tax	500,000.00	500,000.00	41,190.50	382,719.62	-117,280.38	76.54 %
001-303000-312410 Local Op Gas Tax 1 - 6 Cent	67,500.00	67,500.00	4,869.15	50,454.16	-17,045.84	74.75 %
001-303000-312420 Local Op Gas Tax 2 - 5 Cent	48,000.00	48,000.00	3,577.62	35,595.58	-12,404.42	74.16 %
001-303000-315100 Communication Service Tax	325,000.00	325,000.00	23,376.78	220,866.97	-104,133.03	67.96 %
001-303000-334915 Fdot-reimbursable Grant	34,384.00	34,384.00	0.00	0.00	-34,384.00	0.00 %
Department: 303000 - Intergovernmental Revenues Total:	1,171,584.00	1,171,584.00	91,772.80	876,594.94	-294,989.06	74.82%
Department: 304000 - Charges for Services						
001-304000-343902 Site Plan Application Fees	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %
001-304000-347500 Tennis - Shuffle Key	12,850.00	12,850.00	540.00	12,850.00	0.00	100.00 %
Department: 304000 - Charges for Services Total:	14,850.00	14,850.00	540.00	12,850.00	-2,000.00	86.53%
Department: 305000 - Fines & Forfeitures						
001-305000-354150 Fines,trafficviolation,citatio	32,000.00	32,000.00	1,992.09	32,258.07	258.07	100.81 %
001-305000-354160 Code Enforcement Fines	25,000.00	25,000.00	0.00	76,835.00	51,835.00	307.34 %
001-305000-359100 Other Fines & Alarms	3,000.00	3,000.00	0.00	0.00	-3,000.00	0.00 %
Department: 305000 - Fines & Forfeitures Total:	60,000.00	60,000.00	1,992.09	109,093.07	49,093.07	181.82%
Department: 306000 - Miscellaneous Revenues						
001-306000-361100 Interest Earnings	25,000.00	25,000.00	71,652.71	512,090.95	487,090.95	2,048.36 %
001-306000-362000 Rent/lease Royalties	120,000.00	120,000.00	21,000.00	116,400.00	-3,600.00	97.00 %
001-306000-365400 Recycling Revenue	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
001-306000-366100 Donations	10,000.00	10,000.00	2,021.00	17,471.00	7,471.00	174.71 %
001-306000-369100 Miscellaneous Revenues	101,135.00	101,135.00	2,091.75	52,142.35	-48,992.65	51.56 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 07/31/2024

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Used
001-306000-369200	Miscellaneous Applications	15,000.00	15,000.00	800.00	4,735.00	-10,265.00	31.57 %
001-306000-369201	Miscellaneous Merchandisesales	5,000.00	5,000.00	0.00	5,796.12	796.12	115.92 %
001-306000-369250	Recreational Activities Fee	1,500.00	1,500.00	95.00	19,327.60	17,827.60	1,288.51 %
001-306000-369500	miscellaneous Lobbyist	500.00	500.00	0.00	550.00	50.00	110.00 %
001-306000-369901	Insurance Reimbursement	15,000.00	15,000.00	0.00	25,854.47	10,854.47	172.36 %
Department: 306000 - Miscellaneous Revenues Total:		298,135.00	298,135.00	97,660.46	754,367.49	456,232.49	253.03%
Department: 511000 - Commission							
001-511000-500110	Commission Salaries	122,556.00	122,556.00	6,529.24	68,696.85	53,859.15	56.05 %
001-511000-500210	Employer Fica Taxes	9,491.00	9,491.00	487.56	4,871.78	4,619.22	51.33 %
001-511000-500220	Retirement	55,124.00	55,124.00	3,831.37	40,128.87	14,995.13	72.80 %
001-511000-500230	Group Insurance	80,000.00	80,000.00	2,239.82	49,278.98	30,721.02	61.60 %
001-511000-500345	Contractual Services	7,300.00	7,300.00	375.00	4,701.50	2,598.50	64.40 %
001-511000-500510	Office Supplies	1,500.00	1,500.00	281.12	1,133.80	366.20	75.59 %
001-511000-500512	Elections	20,000.00	20,000.00	540.66	5,399.42	14,600.58	27.00 %
001-511000-500540	Dues & Subscriptions	3,000.00	3,000.00	50.00	908.00	2,092.00	30.27 %
001-511000-500545	Training	6,000.00	6,000.00	1,962.11	8,979.91	-2,979.91	149.67 %
001-511000-500550	Operating Expenses	15,200.00	15,200.00	-557.31	16,240.75	-1,040.75	106.85 %
Department: 511000 - Commission Total:		320,171.00	320,171.00	15,739.57	200,339.86	119,831.14	62.57%
Department: 511100 - Donation-Non Profits							
001-511100-500820	Donations-aids To Private Org	66,500.00	66,500.00	0.00	66,500.00	0.00	100.00 %
Department: 511100 - Donation-Non Profits Total:		66,500.00	66,500.00	0.00	66,500.00	0.00	100.00%
Department: 511200 - Visitor Center							
001-511200-500120	Regular Salaries	76,967.00	76,967.00	2,365.07	29,732.74	47,234.26	38.63 %
001-511200-500210	Employer Fica Taxes	5,966.00	5,966.00	180.94	2,274.56	3,691.44	38.13 %
001-511200-500220	Retirement	13,130.00	13,130.00	343.44	4,041.02	9,088.98	30.78 %
001-511200-500230	Group Insurance	3,000.00	3,000.00	0.00	4,078.94	-1,078.94	135.96 %
001-511200-500340	Sewer/wastewater	4,200.00	4,200.00	607.94	2,891.47	1,308.53	68.84 %
001-511200-500345	Contractual Services	10,000.00	10,000.00	0.00	212.50	9,787.50	2.13 %
001-511200-500430	Electric Service	2,000.00	2,000.00	114.57	1,100.41	899.59	55.02 %
001-511200-500431	Water Service	5,050.00	5,050.00	875.29	4,101.51	948.49	81.22 %
001-511200-500463	Service Maintenance Contracts	3,000.00	3,000.00	101.33	1,206.25	1,793.75	40.21 %
001-511200-500495	Special Events	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
001-511200-500506	Printing & Binding	5,775.00	5,775.00	0.00	146.28	5,628.72	2.53 %
001-511200-500520	Bldg. Maintenance	10,000.00	10,000.00	150.00	1,152.81	8,847.19	11.53 %
001-511200-500550	Operating Expenses	8,050.00	8,050.00	36.86	2,178.25	5,871.75	27.06 %
Department: 511200 - Visitor Center Total:		148,638.00	148,638.00	4,775.44	53,116.74	95,521.26	35.74%
Department: 513000 - Administration							
001-513000-500120	Regular Salaries	633,527.00	633,527.00	54,708.55	545,962.31	87,564.69	86.18 %
001-513000-500140	Overtime Salaries	4,000.00	4,000.00	674.41	4,836.27	-836.27	120.91 %
001-513000-500210	Employer Fica Taxes	48,962.00	48,962.00	4,089.25	37,919.52	11,042.48	77.45 %
001-513000-500220	Retirement	147,570.00	147,570.00	14,146.73	140,514.73	7,055.27	95.22 %
001-513000-500230	Group Insurance	135,000.00	135,000.00	9,007.29	98,855.88	36,144.12	73.23 %
001-513000-500315	Professional Services	34,500.00	34,500.00	0.00	1,700.00	32,800.00	4.93 %
001-513000-500320	Audit Expense	47,000.00	47,000.00	0.00	36,500.00	10,500.00	77.66 %
001-513000-500344	Hr Expenses	5,000.00	5,000.00	115.55	1,312.44	3,687.56	26.25 %
001-513000-500345	Contractual Services	52,900.00	52,900.00	4,967.05	54,321.22	-1,421.22	102.69 %
001-513000-500463	Service Maintenance Contracts	53,973.00	53,973.00	1,011.15	42,287.45	11,685.55	78.35 %
001-513000-500506	Printing & Binding	4,200.00	4,200.00	94.66	1,091.90	3,108.10	26.00 %
001-513000-500508	Postage	6,500.00	6,500.00	1,223.92	5,369.37	1,130.63	82.61 %
001-513000-500510	Office Supplies	8,000.00	8,000.00	206.21	9,399.99	-1,399.99	117.50 %
001-513000-500525	Uniform Expense	500.00	500.00	0.00	529.89	-29.89	105.98 %
001-513000-500540	Dues & Subscriptions	9,675.00	9,675.00	0.00	5,292.30	4,382.70	54.70 %
001-513000-500545	Training	22,000.00	22,000.00	1,023.21	11,916.65	10,083.35	54.17 %
001-513000-500550	Operating Expenses	23,750.00	23,750.00	408.62	24,927.19	-1,177.19	104.96 %
Department: 513000 - Administration Total:		1,237,057.00	1,237,057.00	91,676.60	1,022,737.11	214,319.89	82.68%
Department: 514000 - Town Attorney							
001-514000-500310	Legal Expense	360,000.00	360,000.00	27,046.80	210,145.85	149,854.15	58.37 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 07/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-514000-500314	Litigation	98,000.00	98,000.00	0.00	2,121.40	95,878.60	2.16 %
Department: 514000 - Town Attorney Total:		458,000.00	458,000.00	27,046.80	212,267.25	245,732.75	46.35%
Department: 519000 - General							
001-519000-500220	Retirement	0.00	0.00	737.74	737.74	-737.74	0.00 %
001-519000-500311	Advertisements	7,500.00	7,500.00	0.00	1,712.69	5,787.31	22.84 %
001-519000-500315	Professional Services	260,500.00	260,500.00	11,468.71	200,028.14	60,471.86	76.79 %
001-519000-500345	Contractual Services	100,700.00	100,700.00	0.00	51,468.09	49,231.91	51.11 %
001-519000-500349	Community Mobility Services	250,000.00	250,000.00	0.00	177,608.16	72,391.84	71.04 %
001-519000-500451	Auto, Property & Liability Ins	279,500.00	279,500.00	0.00	248,189.66	31,310.34	88.80 %
001-519000-500452	Workers Compensation Insur	82,000.00	82,000.00	12,045.75	50,067.00	31,933.00	61.06 %
001-519000-500463	Service Maintenance Contracts	22,000.00	22,000.00	0.00	16,754.39	5,245.61	76.16 %
001-519000-500497	Contingency	100,000.00	100,000.00	0.00	50,000.00	50,000.00	50.00 %
001-519000-500525	Uniform Expense	225.00	225.00	0.00	0.00	225.00	0.00 %
001-519000-500550	Operating Expenses	92,000.00	92,000.00	0.00	50,449.42	41,550.58	54.84 %
001-519000-500552	Recycling And Solid Waste Exp	60,000.00	60,000.00	900.68	41,285.00	18,715.00	68.81 %
Department: 519000 - General Total:		1,254,425.00	1,254,425.00	25,152.88	888,300.29	366,124.71	70.81%
Department: 519100 - Tourism and Community Outreach							
001-519100-500120	Regular Salaries	139,769.00	139,769.00	5,436.54	55,455.92	84,313.08	39.68 %
001-519100-500140	Overtime Salaries	5,000.00	5,000.00	0.00	715.65	4,284.35	14.31 %
001-519100-500210	Employer Fica Taxes	11,113.00	11,113.00	416.18	4,300.09	6,812.91	38.69 %
001-519100-500220	Retirement	19,713.00	19,713.00	0.00	6,819.29	12,893.71	34.59 %
001-519100-500230	Group Insurance	30,000.00	30,000.00	1,024.72	12,505.75	17,494.25	41.69 %
001-519100-500311	Advertisements	23,000.00	23,000.00	0.00	7,670.00	15,330.00	33.35 %
001-519100-500315	Professional Services	60,000.00	60,000.00	1,700.00	2,199.83	57,800.17	3.67 %
001-519100-500345	Contractual Services	6,524.00	6,524.00	22.17	-585.40	7,109.40	-8.97 %
001-519100-500347	Programs	10,300.00	10,300.00	0.00	7,170.24	3,129.76	69.61 %
001-519100-500495	Special Events	240,800.00	240,800.00	32,921.09	163,079.85	77,720.15	67.72 %
001-519100-500506	Printing & Binding	12,000.00	12,000.00	569.17	6,584.30	5,415.70	54.87 %
001-519100-500540	Dues & Subscriptions	2,800.00	2,800.00	250.00	2,192.75	607.25	78.31 %
001-519100-500550	Operating Expenses	1,250.00	1,250.00	10.69	91.06	1,158.94	7.28 %
Department: 519100 - Tourism and Community Outreach Total:		562,269.00	562,269.00	42,350.56	268,199.33	294,069.67	47.70%
Department: 521000 - Police Department							
001-521000-500141	Bso Overtime	80,000.00	80,000.00	16,493.95	76,283.45	3,716.55	95.35 %
001-521000-500345	Contractual Services	5,998,142.00	5,998,142.00	499,844.92	4,920,899.59	1,077,242.41	82.04 %
001-521000-500352	Contract Services	7,000.00	7,000.00	0.00	4,996.19	2,003.81	71.37 %
001-521000-500520	Bldg. Maintenance	2,000.00	2,000.00	0.00	607.34	1,392.66	30.37 %
001-521000-500550	Operating Expenses	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00 %
001-521000-500640	Capital Outlay - Equipt & Mach	12,000.00	12,000.00	0.00	9,788.84	2,211.16	81.57 %
Department: 521000 - Police Department Total:		6,106,142.00	6,106,142.00	516,338.87	5,012,575.41	1,093,566.59	82.09%
Department: 523000 - Emergency Medical Services							
001-523000-500345	Contractual Services	460,000.00	460,000.00	40,250.00	390,999.98	69,000.02	85.00 %
Department: 523000 - Emergency Medical Services Total:		460,000.00	460,000.00	40,250.00	390,999.98	69,000.02	85.00%
Department: 524000 - Development Services							
001-524000-500120	Regular Salaries	281,794.00	281,794.00	21,251.41	216,586.97	65,207.03	76.86 %
001-524000-500140	Overtime Salaries	7,000.00	7,000.00	311.85	599.83	6,400.17	8.57 %
001-524000-500210	Employer Fica Taxes	21,825.00	21,825.00	1,705.38	17,190.71	4,634.29	78.77 %
001-524000-500220	Retirement	56,454.00	56,454.00	3,491.86	48,265.25	8,188.75	85.49 %
001-524000-500230	Group Insurance	71,000.00	71,000.00	4,031.60	48,635.95	22,364.05	68.50 %
001-524000-500315	Professional Services	55,000.00	55,000.00	1,851.45	6,967.29	48,032.71	12.67 %
001-524000-500345	Contractual Services	321,325.00	321,325.00	41,041.52	212,392.75	108,932.25	66.10 %
001-524000-500462	Fuel	0.00	0.00	0.00	567.30	-567.30	0.00 %
001-524000-500463	Service Maintenance Contracts	9,500.00	9,500.00	0.00	1,662.85	7,837.15	17.50 %
001-524000-500506	Printing & Binding	4,000.00	4,000.00	376.09	1,577.04	2,422.96	39.43 %
001-524000-500508	Postage	4,200.00	4,200.00	0.00	1,429.67	2,770.33	34.04 %
001-524000-500510	Office Supplies	3,200.00	3,200.00	0.00	773.61	2,426.39	24.18 %
001-524000-500525	Uniform Expense	600.00	600.00	0.00	0.00	600.00	0.00 %
001-524000-500540	Dues & Subscriptions	6,000.00	6,000.00	104.88	1,620.88	4,379.12	27.01 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 07/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-524000-500545	Training	7,500.00	7,500.00	445.30	2,305.56	5,194.44	30.74 %
001-524000-500550	Operating Expenses	12,000.00	12,000.00	589.07	13,417.95	-1,417.95	111.82 %
Department: 524000 - Development Services Total:		861,398.00	861,398.00	75,200.41	573,993.61	287,404.39	66.64%
Department: 541100 - Mun Srvsc - Public Works Div							
001-541100-500120	Regular Salaries	1,071,315.00	1,071,315.00	73,419.82	764,759.18	306,555.82	71.39 %
001-541100-500140	Overtime Salaries	65,000.00	65,000.00	6,479.65	41,244.23	23,755.77	63.45 %
001-541100-500210	Employer Fica Taxes	83,103.00	83,103.00	6,249.58	63,181.31	19,921.69	76.03 %
001-541100-500220	Retirement	163,094.00	163,094.00	12,020.02	129,436.77	33,657.23	79.36 %
001-541100-500230	Group Insurance	285,000.00	285,000.00	20,023.89	215,728.45	69,271.55	75.69 %
001-541100-500315	Professional Services	50,000.00	50,000.00	7,645.88	34,800.96	15,199.04	69.60 %
001-541100-500340	Sewer/wastewater	18,000.00	18,000.00	2,653.18	13,852.80	4,147.20	76.96 %
001-541100-500345	Contractual Services	744,800.00	744,800.00	38,634.50	450,521.01	294,278.99	60.49 %
001-541100-500410	Communications	60,000.00	60,000.00	4,668.43	62,991.52	-2,991.52	104.99 %
001-541100-500430	Electric Service	58,000.00	58,000.00	4,994.38	44,066.01	13,933.99	75.98 %
001-541100-500431	Water Service	180,000.00	180,000.00	41,776.18	229,192.87	-49,192.87	127.33 %
001-541100-500433	Electric Service-streets	70,000.00	70,000.00	5,015.26	52,472.37	17,527.63	74.96 %
001-541100-500445	Equip Rent/lease	20,000.00	20,000.00	588.80	20,041.27	-41.27	100.21 %
001-541100-500460	Equipment Maintenance	40,000.00	40,000.00	163.14	43,366.11	-3,366.11	108.42 %
001-541100-500461	Vehicle Maintenance	20,000.00	20,000.00	4,721.98	42,414.78	-22,414.78	212.07 %
001-541100-500462	Fuel	60,000.00	60,000.00	1,261.10	25,678.62	34,321.38	42.80 %
001-541100-500463	Service Maintenance Contracts	21,000.00	21,000.00	3,326.28	28,287.10	-7,287.10	134.70 %
001-541100-500469	Buoy Maintenance	17,000.00	17,000.00	0.00	0.00	17,000.00	0.00 %
001-541100-500470	Radio Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
001-541100-500498	Storm Drain Rehab/maint	107,500.00	107,500.00	0.00	26,668.41	80,831.59	24.81 %
001-541100-500508	Postage	600.00	600.00	0.00	0.00	600.00	0.00 %
001-541100-500510	Office Supplies	1,500.00	1,500.00	399.95	445.44	1,054.56	29.70 %
001-541100-500520	Bldg. Maintenance	125,500.00	125,500.00	16,485.42	90,669.26	34,830.74	72.25 %
001-541100-500525	Uniform Expense	20,000.00	20,000.00	3,270.93	31,717.12	-11,717.12	158.59 %
001-541100-500529	Street Light Maintenance	55,000.00	55,000.00	0.00	27,588.20	27,411.80	50.16 %
001-541100-500530	Street Maint Repair Supply	100,000.00	100,000.00	18,236.63	43,512.83	56,487.17	43.51 %
001-541100-500531	Grounds Maint/landscaping	50,000.00	50,000.00	7,750.50	48,083.46	1,916.54	96.17 %
001-541100-500532	Signs	12,500.00	12,500.00	2,225.08	11,370.67	1,129.33	90.97 %
001-541100-500534	Sidewalk Maint Repair	12,500.00	12,500.00	0.00	264.00	12,236.00	2.11 %
001-541100-500535	Flags	3,000.00	3,000.00	657.68	8,376.87	-5,376.87	279.23 %
001-541100-500536	Sea Oats	10,000.00	10,000.00	0.00	4,815.00	5,185.00	48.15 %
001-541100-500540	Dues & Subscriptions	2,285.00	2,285.00	0.00	1,905.00	380.00	83.37 %
001-541100-500545	Training	8,000.00	8,000.00	1,050.00	1,838.95	6,161.05	22.99 %
001-541100-500547	Hurricane Expenditure	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
001-541100-500550	Operating Expenses	145,000.00	145,000.00	11,419.29	141,206.01	3,793.99	97.38 %
001-541100-500624	Capital Outlay-bldg. Improvemt	68,000.00	68,000.00	0.00	0.00	68,000.00	0.00 %
001-541100-500640	Capital Outlay - Equipt & Mach	20,000.00	20,000.00	0.00	16,400.12	3,599.88	82.00 %
001-541100-500644	Capital Outlay-vehicles	53,447.00	53,447.00	4,586.69	46,741.05	6,705.95	87.45 %
Department: 541100 - Mun Srvsc - Public Works Div Total:		3,834,144.00	3,834,144.00	299,724.24	2,763,637.75	1,070,506.25	72.08%
Department: 572000 - Recreation							
001-572000-500342	Senior Rec. Ctr. Contract	110,000.00	110,000.00	7,702.08	89,995.87	20,004.13	81.81 %
001-572000-500463	Service Maintenance Contracts	2,400.00	2,400.00	109.36	1,814.27	585.73	75.59 %
001-572000-500510	Office Supplies	1,000.00	1,000.00	0.00	914.60	85.40	91.46 %
Department: 572000 - Recreation Total:		113,400.00	113,400.00	7,811.44	92,724.74	20,675.26	81.77%
Department: 581100 - Interfund Transfers							
001-581100-380102	Transfer From Bldg-oh Costs	100,000.00	100,000.00	0.00	50,000.00	-50,000.00	50.00 %
001-581100-380115	Transfer From Fire - Oh Costs	50,000.00	50,000.00	0.00	25,000.00	-25,000.00	50.00 %
001-581100-500910	Transfer To Cip Fund	1,500,000.00	1,500,000.00	0.00	750,000.00	750,000.00	50.00 %
Department: 581100 - Interfund Transfers Surplus (Deficit):		-1,350,000.00	-1,350,000.00	0.00	-675,000.00	675,000.00	50.00%
Fund: 001 - General Fund Surplus (Deficit):		0.00	0.00	-457,089.42	4,101,529.26	4,101,529.26	0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 07/31/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 101 - Special Revenue-Police Conf						
Department: 521100 - Police Dept. Confiscated						
101-521100-500550 Operating Expenses	0.00	0.00	0.00	15,461.12	-15,461.12	0.00 %
Department: 521100 - Police Dept. Confiscated Total:	0.00	0.00	0.00	15,461.12	-15,461.12	0.00%
Fund: 101 - Special Revenue-Police Conf Total:	0.00	0.00	0.00	15,461.12	-15,461.12	0.00%
Fund: 102 - Building Fund						
Department: 000000 - Assigned						
102-000000-380200 Appropriated Fund Balance	115,000.00	115,000.00	0.00	0.00	-115,000.00	0.00 %
Department: 000000 - Assigned Total:	115,000.00	115,000.00	0.00	0.00	-115,000.00	0.00%
Department: 302100 - Building Permit and Inpection						
102-302100-322100 Building Permits	1,088,593.00	1,088,593.00	136,635.07	1,349,968.27	261,375.27	124.01 %
102-302100-322105 Fire Plan Review Fees	50,000.00	50,000.00	22,023.95	16,080.94	-33,919.06	32.16 %
102-302100-322106 Building Recording Fee	0.00	0.00	12.25	12.25	12.25	0.00 %
Department: 302100 - Building Permit and Inpection Total:	1,138,593.00	1,138,593.00	158,671.27	1,366,061.46	227,468.46	119.98%
Department: 524100 - Building						
102-524100-500120 Regular Salaries	113,896.00	113,896.00	8,458.53	82,974.03	30,921.97	72.85 %
102-524100-500210 Employer Fica Taxes	8,713.00	8,713.00	643.92	6,325.44	2,387.56	72.60 %
102-524100-500220 Retirement	26,984.00	26,984.00	2,073.66	18,904.51	8,079.49	70.06 %
102-524100-500230 Group Insurance	30,000.00	30,000.00	1,693.63	19,805.29	10,194.71	66.02 %
102-524100-500315 Professional Services	100,000.00	100,000.00	0.00	33,984.31	66,015.69	33.98 %
102-524100-500345 Contractual Services	70,000.00	70,000.00	1,922.50	31,213.20	38,786.80	44.59 %
102-524100-500402 Building Permit Services	800,000.00	800,000.00	107,869.16	706,534.52	93,465.48	88.32 %
102-524100-500463 Service Maintenance Contracts	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
102-524100-500550 Operating Expenses	1,500.00	1,500.00	0.00	1,407.81	92.19	93.85 %
102-524100-500640 Capital Outlay - Equipt & Mach	0.00	0.00	0.00	1,452.00	-1,452.00	0.00 %
102-524100-581001 Transfer To GF-OH Costs	100,000.00	100,000.00	0.00	50,000.00	50,000.00	50.00 %
Department: 524100 - Building Total:	1,253,593.00	1,253,593.00	122,661.40	952,601.11	300,991.89	75.99%
Fund: 102 - Building Fund Surplus (Deficit):	0.00	0.00	36,009.87	413,460.35	413,460.35	0.00%
Fund: 103 - Sewer Fund						
Department: 000000 - Assigned						
103-000000-380200 Appropriated Fund Balance	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
Department: 000000 - Assigned Total:	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00%
Department: 304000 - Charges for Services						
103-304000-343500 Sewer Fees	1,605,217.00	1,605,217.00	101,255.41	934,499.75	-670,717.25	58.22 %
Department: 304000 - Charges for Services Total:	1,605,217.00	1,605,217.00	101,255.41	934,499.75	-670,717.25	58.22%
Department: 306000 - Miscellaneous Revenues						
103-306000-361100 Interest Earnings	2,000.00	2,000.00	0.00	10,027.65	8,027.65	501.38 %
Department: 306000 - Miscellaneous Revenues Total:	2,000.00	2,000.00	0.00	10,027.65	8,027.65	501.38%
Department: 535000 - Sanitary Sewers						
103-535000-500120 Regular Salaries	107,528.00	107,528.00	7,845.73	81,794.07	25,733.93	76.07 %
103-535000-500140 Overtime Salaries	6,000.00	6,000.00	822.13	6,965.21	-965.21	116.09 %
103-535000-500210 Employer Fica Taxes	8,226.00	8,226.00	663.29	6,660.93	1,565.07	80.97 %
103-535000-500220 Retirement	22,213.00	22,213.00	1,766.51	17,395.29	4,817.71	78.31 %
103-535000-500230 Group Insurance	17,500.00	17,500.00	806.91	11,161.32	6,338.68	63.78 %
103-535000-500340 Sewer/wastewater	975,000.00	975,000.00	71,058.26	769,718.71	205,281.29	78.95 %
103-535000-500345 Contractual Services	60,000.00	60,000.00	988.10	8,493.39	51,506.61	14.16 %
103-535000-500430 Electric Service	28,000.00	28,000.00	2,411.79	19,198.77	8,801.23	68.57 %
103-535000-500431 Water Service	500.00	500.00	60.69	320.47	179.53	64.09 %
103-535000-500459 Sewer Line Maintenance	300,000.00	300,000.00	0.00	209,965.77	90,034.23	69.99 %
103-535000-500465 Pump Station Maintenance	3,000.00	3,000.00	0.00	3,600.00	-600.00	120.00 %
103-535000-500497 Contingency	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
103-535000-500506 Printing & Binding	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
103-535000-500550 Operating Expenses	2,250.00	2,250.00	0.00	0.00	2,250.00	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 07/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
103-535000-500630	Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	0.00	58,000.00	17,000.00	77.33 %
Department: 535000 - Sanitary Sewers Total:		1,707,217.00	1,707,217.00	86,423.41	1,193,273.93	513,943.07	69.90%
Fund: 103 - Sewer Fund Surplus (Deficit):		0.00	0.00	14,832.00	-248,746.53	-248,746.53	0.00%
Fund: 115 - Fire Fund							
Department: 000000 - Assigned							
115-000000-380203	Appropriation From Fire Fund	198,985.00	198,985.00	0.00	0.00	-198,985.00	0.00 %
Department: 000000 - Assigned Total:		198,985.00	198,985.00	0.00	0.00	-198,985.00	0.00%
Department: 301050 - Fire Assessment							
115-301050-311200	Property Tax-fire Assessment	1,135,015.00	1,135,015.00	24,667.70	1,154,559.02	19,544.02	101.72 %
Department: 301050 - Fire Assessment Total:		1,135,015.00	1,135,015.00	24,667.70	1,154,559.02	19,544.02	101.72%
Department: 304000 - Charges for Services							
115-304000-342210	Fire Inspection Fees	37,000.00	37,000.00	6,781.50	98,097.73	61,097.73	265.13 %
Department: 304000 - Charges for Services Total:		37,000.00	37,000.00	6,781.50	98,097.73	61,097.73	265.13%
Department: 306000 - Miscellaneous Revenues							
115-306000-361100	Interest Earnings	1,000.00	1,000.00	375.72	8,213.31	7,213.31	821.33 %
115-306000-369100	Miscellaneous Revenues	0.00	0.00	0.00	50.00	50.00	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		1,000.00	1,000.00	375.72	8,263.31	7,263.31	826.33%
Department: 522000 - Fire Department							
115-522000-500315	Professional Services	74,000.00	74,000.00	1,158.00	19,176.71	54,823.29	25.91 %
115-522000-500345	Contractual Services	940,000.00	940,000.00	82,250.00	799,000.04	140,999.96	85.00 %
115-522000-500520	Bldg. Maintenance	2,000.00	2,000.00	0.00	1,892.60	107.40	94.63 %
115-522000-500624	Capital Outlay-bldg. Improvemt	306,000.00	306,000.00	0.00	0.00	306,000.00	0.00 %
115-522000-500912	Transfer To General Fund	50,000.00	50,000.00	0.00	25,000.00	25,000.00	50.00 %
Department: 522000 - Fire Department Total:		1,372,000.00	1,372,000.00	83,408.00	845,069.35	526,930.65	61.59%
Fund: 115 - Fire Fund Surplus (Deficit):		0.00	0.00	-51,583.08	415,850.71	415,850.71	0.00%
Fund: 300 - Capital Project Fund							
Department: 000000 - Assigned							
300-000000-380200	Appropriated Fund Balance	1,371,905.00	1,371,905.00	0.00	0.00	-1,371,905.00	0.00 %
300-000000-380204	Appropriated From El Mar Reser	300,000.00	300,000.00	0.00	0.00	-300,000.00	0.00 %
300-000000-380207	Appropriated From General Fund	500,000.00	500,000.00	0.00	0.00	-500,000.00	0.00 %
Department: 000000 - Assigned Total:		2,171,905.00	2,171,905.00	0.00	0.00	-2,171,905.00	0.00%
Department: 306000 - Miscellaneous Revenues							
300-306000-361100	Interest Earnings	5,000.00	5,000.00	0.00	8,104.13	3,104.13	162.08 %
300-306000-369100	Miscellaneous Revenues	0.00	0.00	572,594.50	703,184.79	703,184.79	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		5,000.00	5,000.00	572,594.50	711,288.92	706,288.92	14,225.78%
Department: 519000 - General							
300-519000-500120	Regular Salaries	82,530.00	82,530.00	5,998.95	61,779.45	20,750.55	74.86 %
300-519000-500210	Employer Fica Taxes	6,314.00	6,314.00	458.92	4,726.10	1,587.90	74.85 %
300-519000-500220	Retirement	23,216.00	23,216.00	1,678.40	17,277.83	5,938.17	74.42 %
300-519000-500230	Group Insurance	16,500.00	16,500.00	998.80	11,602.74	4,897.26	70.32 %
300-519000-500640	Capital Outlay - Equipt & Mach	0.00	0.00	0.00	339.00	-339.00	0.00 %
Department: 519000 - General Total:		128,560.00	128,560.00	9,135.07	95,725.12	32,834.88	74.46%
Department: 539100 - 75th Anniversary Art Installation							
300-539100-500630	Cap Outlay Imp other than bldg	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00 %
Department: 539100 - 75th Anniversary Art Installation Total:		125,000.00	125,000.00	0.00	0.00	125,000.00	0.00%
Department: 541102 - Downtown Enhancement							
300-541102-500630	Cap Outlay Imp other than bldg	2,000,000.00	2,000,000.00	112.88	1,852,793.96	147,206.04	92.64 %
Department: 541102 - Downtown Enhancement Total:		2,000,000.00	2,000,000.00	112.88	1,852,793.96	147,206.04	92.64%
Department: 541103 - Opticome Emergency Vehicle System							
300-541103-500630	Cap Outlay Imp other than bldg	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00 %
Department: 541103 - Opticome Emergency Vehicle System Total:		75,000.00	75,000.00	0.00	0.00	75,000.00	0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 07/31/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 559025 - Bel Air - Sewall Repair - East						
300-559025-500630 Cap Outlay Imp Other Than Bldg	366,678.00	366,678.00	0.00	342,310.30	24,367.70	93.35 %
Department: 559025 - Bel Air - Sewall Repair - East Total:	366,678.00	366,678.00	0.00	342,310.30	24,367.70	93.35%
Department: 559026 - Canal Dredging						
300-559026-500630 Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	0.00	50,426.51	24,573.49	67.24 %
Department: 559026 - Canal Dredging Total:	75,000.00	75,000.00	0.00	50,426.51	24,573.49	67.24%
Department: 559027 - Storm Water Rate Study						
300-559027-500630 Cap Outlay Imp Other Than Bldg	65,000.00	65,000.00	0.00	0.00	65,000.00	0.00 %
Department: 559027 - Storm Water Rate Study Total:	65,000.00	65,000.00	0.00	0.00	65,000.00	0.00%
Department: 572200 - Beach Renourishment						
300-572200-500630 Cap Outlay Imp Other Than Bldg	116,667.00	116,667.00	116,666.67	116,967.62	-300.62	100.26 %
Department: 572200 - Beach Renourishment Total:	116,667.00	116,667.00	116,666.67	116,967.62	-300.62	100.26%
Department: 575201 - Pedestrian Amenities						
300-575201-500630 Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	677.26	71,963.18	3,036.82	95.95 %
Department: 575201 - Pedestrian Amenities Total:	75,000.00	75,000.00	677.26	71,963.18	3,036.82	95.95%
Department: 577100 - Friedt Park						
300-577100-500630 Cap Outlay Imp Other Than Bldg	700,000.00	700,000.00	0.00	0.00	700,000.00	0.00 %
Department: 577100 - Friedt Park Total:	700,000.00	700,000.00	0.00	0.00	700,000.00	0.00%
Department: 579162 - El Mar Drive						
300-579162-500630 Cap Outlay Imp Other Than Bldg	300,000.00	300,000.00	0.00	100,983.80	199,016.20	33.66 %
Department: 579162 - El Mar Drive Total:	300,000.00	300,000.00	0.00	100,983.80	199,016.20	33.66%
Department: 580300 - Entry Feature&Traffic Calm						
300-580300-500630 Cap Outlay Imp Other Than Bldg	150,000.00	150,000.00	291.11	26,231.18	123,768.82	17.49 %
Department: 580300 - Entry Feature&Traffic Calm Total:	150,000.00	150,000.00	291.11	26,231.18	123,768.82	17.49%
Department: 581100 - Interfund Transfers						
300-581100-381105 Transfer From General Fund	1,000,000.00	1,000,000.00	0.00	750,000.00	-250,000.00	75.00 %
300-581100-381106 Transfer From Parking Fund	1,000,000.00	1,000,000.00	0.00	500,000.00	-500,000.00	50.00 %
Department: 581100 - Interfund Transfers Total:	2,000,000.00	2,000,000.00	0.00	1,250,000.00	-750,000.00	62.50%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	445,711.51	-696,112.75	-696,112.75	0.00%
Fund: 310 - Parking Fund						
Department: 000000 - Assigned						
310-000000-380200 Appropriated Fund Balance	0.00	800,000.00	0.00	0.00	-800,000.00	0.00 %
Department: 000000 - Assigned Total:	0.00	800,000.00	0.00	0.00	-800,000.00	0.00%
Department: 302000 - Licenses & Permits						
310-302000-313101 Pilop Fee	20,796.00	20,796.00	0.00	160,000.00	139,204.00	769.38 %
Department: 302000 - Licenses & Permits Total:	20,796.00	20,796.00	0.00	160,000.00	139,204.00	769.38%
Department: 304000 - Charges for Services						
310-304000-344500 Parking Permits	145,000.00	145,000.00	7,661.01	128,297.35	-16,702.65	88.48 %
310-304000-344520 Parking Agreements	94,024.00	94,024.00	0.00	94,024.00	0.00	100.00 %
310-304000-344551 South Ocean	194,000.00	194,000.00	29,045.28	256,364.60	62,364.60	132.15 %
310-304000-344552 Ocean Front Meters	320,000.00	320,000.00	54,487.50	407,433.08	87,433.08	127.32 %
310-304000-344553 Commercial Blvd. Meters	80,000.00	80,000.00	9,617.65	101,446.72	21,446.72	126.81 %
310-304000-344554 Parking Meters - Beach	219,000.00	219,000.00	26,446.35	186,236.54	-32,763.46	85.04 %
310-304000-344555 Palm Portal- Fdg	95,000.00	95,000.00	17,589.68	118,934.54	23,934.54	125.19 %
310-304000-344556 El Prado Parking Lot	600,000.00	600,000.00	65,122.70	535,728.45	-64,271.55	89.29 %
310-304000-344558 Town Hall Parking Lot	33,000.00	33,000.00	2,639.37	26,749.51	-6,250.49	81.06 %
310-304000-344559 El Mar Parking Lot	285,000.00	285,000.00	28,420.92	241,263.60	-43,736.40	84.65 %
310-304000-344560 A1A Parking Lot	621,475.00	621,475.00	67,068.47	596,988.63	-24,486.37	96.06 %
310-304000-344563 Bougainvilla/ Poinciana	195,000.00	195,000.00	26,515.76	241,465.96	46,465.96	123.83 %
Department: 304000 - Charges for Services Total:	2,881,499.00	2,881,499.00	334,614.69	2,934,932.98	53,433.98	101.85%
Department: 305000 - Fines & Forfeitures						
310-305000-354100 Parking Fines	110,000.00	110,000.00	45,304.15	245,007.80	135,007.80	222.73 %
Department: 305000 - Fines & Forfeitures Total:	110,000.00	110,000.00	45,304.15	245,007.80	135,007.80	222.73%

Budget Report

For Fiscal: 2023-2024 Period Ending: 07/31/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 306000 - Miscellaneous Revenues						
310-306000-361100 Interest Earnings	2,000.00	2,000.00	0.00	30,392.22	28,392.22	1,519.61 %
310-306000-362001 Bougainvillea Rent	147,600.00	147,600.00	11,153.93	117,476.00	-30,124.00	79.59 %
Department: 306000 - Miscellaneous Revenues Total:	149,600.00	149,600.00	11,153.93	147,868.22	-1,731.78	98.84%
Department: 545000 - Parking Operations						
310-545000-500120 Regular Salaries	218,573.00	218,573.00	16,878.38	187,993.42	30,579.58	86.01 %
310-545000-500140 Overtime Salaries	4,000.00	4,000.00	879.72	4,568.31	-568.31	114.21 %
310-545000-500210 Employer Fica Taxes	16,721.00	16,721.00	1,058.13	11,547.32	5,173.68	69.06 %
310-545000-500220 Retirement	41,677.00	41,677.00	3,246.30	34,532.12	7,144.88	82.86 %
310-545000-500230 Group Insurance	62,000.00	62,000.00	3,469.63	40,629.41	21,370.59	65.53 %
310-545000-500345 Contractual Services	510,000.00	510,000.00	38,372.47	320,576.64	189,423.36	62.86 %
310-545000-500353 Parking Alternatives	175,000.00	175,000.00	8,039.62	84,372.32	90,627.68	48.21 %
310-545000-500410 Communications	3,500.00	3,500.00	149.38	1,613.63	1,886.37	46.10 %
310-545000-500430 Electric Service	9,600.00	9,600.00	537.39	6,799.49	2,800.51	70.83 %
310-545000-500431 Water Service	27,500.00	27,500.00	2,727.64	13,491.52	14,008.48	49.06 %
310-545000-500445 Equip Rent/lease	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00 %
310-545000-500461 Vehicle Maintenance	11,000.00	11,000.00	0.00	2,112.46	8,887.54	19.20 %
310-545000-500462 Fuel	25,000.00	25,000.00	0.00	2,799.02	22,200.98	11.20 %
310-545000-500463 Service Maintenance Contracts	45,000.00	45,000.00	0.00	30,660.00	14,340.00	68.13 %
310-545000-500497 Contingency	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
310-545000-500506 Printing & Binding	13,000.00	13,000.00	0.00	243.00	12,757.00	1.87 %
310-545000-500508 Postage	3,000.00	3,000.00	38.00	257.29	2,742.71	8.58 %
310-545000-500510 Office Supplies	1,000.00	1,000.00	0.00	270.71	729.29	27.07 %
310-545000-500525 Uniform Expense	5,000.00	5,000.00	0.00	1,992.89	3,007.11	39.86 %
310-545000-500532 Signs	13,000.00	13,000.00	457.08	8,992.13	4,007.87	69.17 %
310-545000-500533 Parking Meter Parts-supplies	38,000.00	38,000.00	10,594.95	12,344.35	25,655.65	32.49 %
310-545000-500545 Training	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500550 Operating Expenses	35,000.00	35,000.00	893.82	14,344.85	20,655.15	40.99 %
310-545000-500630 Cap Outlay Imp Other Than Bldg	14,000.00	14,000.00	0.00	0.00	14,000.00	0.00 %
310-545000-500640 Capital Outlay - Equipt & Mach	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
310-545000-500644 Capital Outlay-vehicles	22,824.00	22,824.00	529.18	7,400.87	15,423.13	32.43 %
Department: 545000 - Parking Operations Total:	1,361,895.00	1,361,895.00	87,871.69	787,541.75	574,353.25	57.83%
Department: 545152 - Land Acquisitions						
310-545152-500611 Land Acquisition	800,000.00	1,600,000.00	0.00	1,600,000.00	0.00	100.00 %
Department: 545152 - Land Acquisitions Total:	800,000.00	1,600,000.00	0.00	1,600,000.00	0.00	100.00%
Department: 581100 - Interfund Transfers						
310-581100-500910 Transfer To CIP Fund	1,000,000.00	1,000,000.00	0.00	500,000.00	500,000.00	50.00 %
Department: 581100 - Interfund Transfers Total:	1,000,000.00	1,000,000.00	0.00	500,000.00	500,000.00	50.00%
Fund: 310 - Parking Fund Surplus (Deficit):	0.00	0.00	303,201.08	600,267.25	600,267.25	0.00%
Report Surplus (Deficit):	0.00	0.00	291,081.96	4,570,787.17	4,570,787.17	0.00%

Group Summary

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
000000 - Assigned	509,526.00	509,526.00	0.00	0.00	-509,526.00	0.00%
301000 - Ad Valorem Property Taxes	12,550,550.00	12,550,550.00	295,650.53	12,745,931.50	195,381.50	101.56%
301100 - Utility Taxes	1,170,700.00	1,170,700.00	123,623.91	979,625.07	-191,074.93	83.68%
301600 - Franchise Taxes	851,799.00	851,799.00	72,801.00	696,882.62	-154,916.38	81.81%
302000 - Licenses & Permits	145,000.00	145,000.00	4,936.60	146,576.64	1,576.64	101.09%
303000 - Intergovernmental Revenues	1,171,584.00	1,171,584.00	91,772.80	876,594.94	-294,989.06	74.82%
304000 - Charges for Services	14,850.00	14,850.00	540.00	12,850.00	-2,000.00	86.53%
305000 - Fines & Forfeitures	60,000.00	60,000.00	1,992.09	109,093.07	49,093.07	181.82%
306000 - Miscellaneous Revenues	298,135.00	298,135.00	97,660.46	754,367.49	456,232.49	253.03%
511000 - Commission	320,171.00	320,171.00	15,739.57	200,339.86	119,831.14	62.57%
511100 - Donation-Non Profits	66,500.00	66,500.00	0.00	66,500.00	0.00	100.00%
511200 - Visitor Center	148,638.00	148,638.00	4,775.44	53,116.74	95,521.26	35.74%
513000 - Administration	1,237,057.00	1,237,057.00	91,676.60	1,022,737.11	214,319.89	82.68%
514000 - Town Attorney	458,000.00	458,000.00	27,046.80	212,267.25	245,732.75	46.35%
519000 - General	1,254,425.00	1,254,425.00	25,152.88	888,300.29	366,124.71	70.81%
519100 - Tourism and Community Outreach	562,269.00	562,269.00	42,350.56	268,199.33	294,069.67	47.70%
521000 - Police Department	6,106,142.00	6,106,142.00	516,338.87	5,012,575.41	1,093,566.59	82.09%
523000 - Emergency Medical Services	460,000.00	460,000.00	40,250.00	390,999.98	69,000.02	85.00%
524000 - Development Services	861,398.00	861,398.00	75,200.41	573,993.61	287,404.39	66.64%
541100 - Mun Srvc - Public Works Div	3,834,144.00	3,834,144.00	299,724.24	2,763,637.75	1,070,506.25	72.08%
572000 - Recreation	113,400.00	113,400.00	7,811.44	92,724.74	20,675.26	81.77%
581100 - Interfund Transfers	-1,350,000.00	-1,350,000.00	0.00	-675,000.00	675,000.00	50.00%
Fund: 001 - General Fund Surplus (Deficit):	0.00	0.00	-457,089.42	4,101,529.26	4,101,529.26	0.00%
Fund: 101 - Special Revenue-Police Conf						
521100 - Police Dept. Confiscated	0.00	0.00	0.00	15,461.12	-15,461.12	0.00%
Fund: 101 - Special Revenue-Police Conf Total:	0.00	0.00	0.00	15,461.12	-15,461.12	0.00%
Fund: 102 - Building Fund						
000000 - Assigned	115,000.00	115,000.00	0.00	0.00	-115,000.00	0.00%
302100 - Building Permit and Inpection	1,138,593.00	1,138,593.00	158,671.27	1,366,061.46	227,468.46	119.98%
524100 - Building	1,253,593.00	1,253,593.00	122,661.40	952,601.11	300,991.89	75.99%
Fund: 102 - Building Fund Surplus (Deficit):	0.00	0.00	36,009.87	413,460.35	413,460.35	0.00%
Fund: 103 - Sewer Fund						
000000 - Assigned	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00%
304000 - Charges for Services	1,605,217.00	1,605,217.00	101,255.41	934,499.75	-670,717.25	58.22%
306000 - Miscellaneous Revenues	2,000.00	2,000.00	0.00	10,027.65	8,027.65	501.38%
535000 - Sanitary Sewers	1,707,217.00	1,707,217.00	86,423.41	1,193,273.93	513,943.07	69.90%
Fund: 103 - Sewer Fund Surplus (Deficit):	0.00	0.00	14,832.00	-248,746.53	-248,746.53	0.00%
Fund: 115 - Fire Fund						
000000 - Assigned	198,985.00	198,985.00	0.00	0.00	-198,985.00	0.00%
301050 - Fire Assessment	1,135,015.00	1,135,015.00	24,667.70	1,154,559.02	19,544.02	101.72%
304000 - Charges for Services	37,000.00	37,000.00	6,781.50	98,097.73	61,097.73	265.13%
306000 - Miscellaneous Revenues	1,000.00	1,000.00	375.72	8,263.31	7,263.31	826.33%
522000 - Fire Department	1,372,000.00	1,372,000.00	83,408.00	845,069.35	526,930.65	61.59%
Fund: 115 - Fire Fund Surplus (Deficit):	0.00	0.00	-51,583.08	415,850.71	415,850.71	0.00%
Fund: 300 - Capital Project Fund						
000000 - Assigned	2,171,905.00	2,171,905.00	0.00	0.00	-2,171,905.00	0.00%
306000 - Miscellaneous Revenues	5,000.00	5,000.00	572,594.50	711,288.92	706,288.92	14,225.78%
519000 - General	128,560.00	128,560.00	9,135.07	95,725.12	32,834.88	74.46%
539100 - 75th Anniversary Art Installation	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00%
541102 - Downtown Enhancement	2,000,000.00	2,000,000.00	112.88	1,852,793.96	147,206.04	92.64%
541103 - Opticome Emergency Vehicle System	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00%
559025 - Bel Air - Sewall Repair - East	366,678.00	366,678.00	0.00	342,310.30	24,367.70	93.35%
559026 - Canal Dredging	75,000.00	75,000.00	0.00	50,426.51	24,573.49	67.24%
559027 - Storm Water Rate Study	65,000.00	65,000.00	0.00	0.00	65,000.00	0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 07/31/2024

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
572200 - Beach Renourishment	116,667.00	116,667.00	116,666.67	116,967.62	-300.62	100.26%
575201 - Pedestrian Amenities	75,000.00	75,000.00	677.26	71,963.18	3,036.82	95.95%
577100 - Friedt Park	700,000.00	700,000.00	0.00	0.00	700,000.00	0.00%
579162 - El Mar Drive	300,000.00	300,000.00	0.00	100,983.80	199,016.20	33.66%
580300 - Entry Feature&Traffic Calm	150,000.00	150,000.00	291.11	26,231.18	123,768.82	17.49%
581100 - Interfund Transfers	2,000,000.00	2,000,000.00	0.00	1,250,000.00	-750,000.00	62.50%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	445,711.51	-696,112.75	-696,112.75	0.00%
Fund: 310 - Parking Fund						
000000 - Assigned	0.00	800,000.00	0.00	0.00	-800,000.00	0.00%
302000 - Licenses & Permits	20,796.00	20,796.00	0.00	160,000.00	139,204.00	769.38%
304000 - Charges for Services	2,881,499.00	2,881,499.00	334,614.69	2,934,932.98	53,433.98	101.85%
305000 - Fines & Forfeitures	110,000.00	110,000.00	45,304.15	245,007.80	135,007.80	222.73%
306000 - Miscellaneous Revenues	149,600.00	149,600.00	11,153.93	147,868.22	-1,731.78	98.84%
545000 - Parking Operations	1,361,895.00	1,361,895.00	87,871.69	787,541.75	574,353.25	57.83%
545152 - Land Acquisitions	800,000.00	1,600,000.00	0.00	1,600,000.00	0.00	100.00%
581100 - Interfund Transfers	1,000,000.00	1,000,000.00	0.00	500,000.00	500,000.00	50.00%
Fund: 310 - Parking Fund Surplus (Deficit):	0.00	0.00	303,201.08	600,267.25	600,267.25	0.00%
Report Surplus (Deficit):	0.00	0.00	291,081.96	4,570,787.17	4,570,787.17	0.00%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - General Fund	0.00	0.00	-457,089.42	4,101,529.26	4,101,529.26
101 - Special Revenue-Police Conf	0.00	0.00	0.00	-15,461.12	-15,461.12
102 - Building Fund	0.00	0.00	36,009.87	413,460.35	413,460.35
103 - Sewer Fund	0.00	0.00	14,832.00	-248,746.53	-248,746.53
115 - Fire Fund	0.00	0.00	-51,583.08	415,850.71	415,850.71
300 - Capital Project Fund	0.00	0.00	445,711.51	-696,112.75	-696,112.75
310 - Parking Fund	0.00	0.00	303,201.08	600,267.25	600,267.25
Report Surplus (Deficit):	0.00	0.00	291,081.96	4,570,787.17	4,570,787.17

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of July 31,2024

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 7/31/2024	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
001 General Fund:									
Truist	101.000	8015	Master Account	Analyzed Interest Checking	Truist	10,229,572.44	3.50%	29,942.96	302,115.12
Truist	101.009	6876	Emergency Reserve	Public Special Money Rate Checking	Truist	2,536,502.78	3.92%	8,407.43	36,678.78
GENERAL FUND				BANK SUBTOTAL		12,766,075.22		38,350.39	338,793.90
SBA	101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	192,837.30	5.49%	895.23	8,714.78
SBA	101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	93,557.52	5.49%	434.33	4,228.17
GENERAL FUND				SBA SUBTOTAL		286,394.82		1,329.56	12,942.95
GENERAL FUND				GRAND TOTAL		13,052,470.04		39,679.95	351,736.85
101 Police Forfeiture & Training									
Truist	101.100	9613	Police Forfeiture Fund	Analyzed Interest Checking	Truist	198.48	3.50%	Included Above	Included Above
POLICE FUND				TOTAL		198.48		0.00	0.00
103 Sewer Enterprise Fund									
Truist	101.105	9999	Sewer Enterprise Fund	Analyzed Interest Checking	Truist	1,431,340.39	3.50%	3,823.04	37,242.05
SEWER FUND				TOTAL		1,431,340.39		3,823.04	37,242.05
115 Fire Fund:									
Truist	101.109	5379	Fire Fund Account	Analyzed Interest Checking	Truist	1,321,896.90	3.50%	3,522.87	26,076.58
FIRE FUND				GRAND TOTAL		1,321,896.90		3,522.87	26,076.58
300 Capital Improvement Fund:									
Truist	101.115	0010	Capital Improvement Fund	Analyzed Interest Checking	Truist	452,932.32	3.50%	1,531.81	22,530.51
CAPITAL IMPROVEMENT FUND				TOTAL		452,932.32		1,531.81	22,530.51
310 Parking Improvement Fund									
Truist	101.125	0120	Parking Improvement Account	Analyzed Interest Checking	Truist	5,798,269.70	3.50%	16,554.65	136,589.73
Truist	101.128	8554	PILOP Account	Analyzed Interest Checking	Truist	200.00	3.50%	Included Above	Included Above
PARKING FUND				TOTAL		5,798,469.70		16,554.65	136,589.73
102 Building Fund									
Truist	101.104	8686	Building Account	Analyzed Interest Checking	Truist	1,521,023.29	3.50%	3,977.17	32,569.61
BUILDING FUND				TOTAL		1,521,023.29		3,977.17	32,569.61
ALL FUNDS				GRAND TOTAL		23,578,331.12		69,089.49	606,745.33

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of July 31,2024

Summary by Investment Type	Amount	Percent
Interest Bearing Checking	23,291,936.30	99%
Non-interest Bearing Checking	0.00	0%
SBA Trust Fund/Pools	286,394.82	1%
Repurchase Agreements	0.00	0%
Money Market Funds	0.00	0%
U.S. Securities/Treasuries	0.00	0%
U.S. Federal Agencies	0.00	0%
Federal Instrumentalities	0.00	0%
GRAND TOTAL	23,578,331.12	100%

Summary by Fund	Amount	Percent
101.000/101-400		
General Fund	13,052,470.04	55%
Police Fund	198.48	0%
Sewer Fund	1,431,340.39	6%
Fire Fund	1,321,896.90	6%
Building Fund	1,521,023.29	6%
Capital Improvement Fund	452,932.32	2%
Parking Fund	5,798,469.70	25%
GRAND TOTAL	23,578,331.12	100%

Summary by Bank/Pool	Amount	Percent
Truist	23,291,936.30	99%
Florida Prime/State Board of Admin.	286,394.82	1%
GRAND TOTAL	23,578,331.12	100%



Agenda Item No: 10.a.

Town Commission Agenda Item Report

Meeting Date: September 18, 2024

Submitted By:

Submitting Department: Administration

Item Type: Approval of Minutes

Agenda Section: APPROVAL OF MINUTES

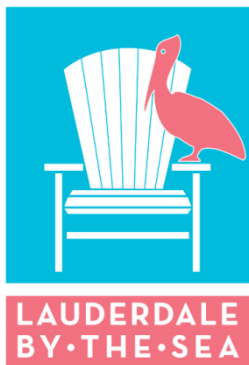
Subject Title: Approval of Minutes for August 27, 2024

Explanation: Draft minutes for approval for the August 27, 2024 Regular Commission Meeting.

Recommendation: Accept/Approve

Exhibits:

1. 8-27-24 Regular Meeting Draft Minutes



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, August 27, 2024
6:30 PM

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 6:30 p.m. Also present were Vice Mayor Randy Strauss (by phone), Commissioner Richard DeNapoli, Commissioner John A. Graziano, Commissioner Theo Pouloupoulos, Town Manager Linda Connors, Town Attorney Susan Trevarthen, Deputy Town Manager/Public Works Director Ken Rubach, Public Works Supervisor Leroy Chasmer, Assistant to the Town Manager Courtney Easley, Development Services Director Jhanelle Campbell, Director of Budget and Finance Lucila Lang, Assistant Finance Director Edner Saint-Jean, Events and Marketing Manager Katie Anderson, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

a. Suicide Prevention Month Proclamation

Mayor Malkoon read a Proclamation designating September 2024 as Suicide Prevention Month. Linda Thompson Gonzalez, representing the League of Women Voters of Broward and the Florida Chapter of the American Academy of Pediatrics, accepted the Proclamation, and provided gun locks for public distribution.

6. PUBLIC COMMENTS

At this time Mayor Malkoon opened public comment.

Ray Vees, 2002 Ocean Walk Terrace, stated that City waste pickup vendor WastePro damaged the gates of his condominium and other property on August 12, 2024. The vendor has denied responsibility for the damage, which is estimated to cost \$9409 to repair. A Police report has been filed with the Broward Sheriff's Office (BSO) and a complaint will be filed with the Florida Insurance Commission. The Town Manager is aware of the situation.

Marc Pearson, 1921 Water's Edge, addressed construction that is underway at 1931 Coral Reef Drive, stating that the property owner is adding a prohibited rooftop recreation area and penthouse, which he felt constitute a third story of the structure. He reviewed a number of plans for the site.

Yousef Batros, 1615 Blue Water Terrace North, thanked the Commission and Town Staff for the work being done in the Town.

John Jonna, 1597 Blue Water Terrace North, commended a member of Town Staff who helped to resolve a recent Code Compliance issue. He provided the Commissioners with a letter recommending that the Staff member be commended.

Alex Semenov, 3261 Seaward Drive, also commended Town Staff for their assistance and professionalism related to a renovation of his home.

Spiro Marchelos (address not provided) advised that a sign previously posted on Commercial Boulevard has not been replaced since it was removed in November 2023. He recalled that earlier in 2024, he was told the sign would be replaced, and requested more information on when this would be done.

Garret Nathan, 104 Commercial Boulevard, stated that an Ocean Awareness Market is proposed for El Prado Park. He asserted that there is bias by Town Staff against his proposal. He concluded that he would not pay more than \$200 for the market fee, would not allow Staff to review vendors, and was not willing to change the proposed hours of the event.

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

7. PUBLIC SAFETY DISCUSSION

a. BSO July 2024 Public Safety Report

BSO Captain Bill Wesolowski announced that the July 2024 Employee of the Month is Detective Glen Genovese, who led the investigation into an economic crime. He also noted that on July 16, 2024, two vehicles were broken into and burglarized. The Town's license plate reader (LPR) and camera systems allowed the identification of a vehicle associated with similar crimes in other municipalities and an individual has been arrested.

Captain Wesolowski also recalled that there was a theft from Beach King in late July, after which the suspects were located in Oakland Park and taken into custody.

Mayor Malkoon also recognized Sergeant Craig Bachan, who is retiring from BSO after 29 years of service to Lauderdale-By-The-Sea. The Town has been assigned a new Sergeant.

Commissioner DeNapoli congratulated Detective Genovese as Employee of the Month.

b. PBFR July 2024 Public Safety Report

Fire Marshal Ashley Zalewski, representing Pompano Beach Fire/Rescue (PBFR), stated that two residents had submitted complaints from condominiums, both of which have been addressed. Response time currently averages six minutes 35 seconds with closest unit response, although the Town's response time still averages five minutes.

Commissioner Graziano asked if PBFR has received any directive indicating that the Town's Public Safety building must be upgraded. He explained that he planned to tour the existing building on September 16, 2024, and was interested in determining whether or not the building can be rehabilitated rather than replaced. Fire Marshal Zalewski advised that one of the Town's fire trucks is currently out of service because it has been exposed to the elements due to having to be stored outside the existing building.

Deputy Town Manager/Public Works Director Ken Rubach further clarified that several old apparatus from the fire department are in various states of sale. Once these sales have been finalized, an update will be provided in the Town Manager Report.

Commissioner Graziano concluded that he would also like to tour BSO's facility in the Town.

8. TOWN MANAGER REPORT

a. Town Manager Report

Town Manager Linda Connors congratulated Events and Marketing Manager Katie Anderson and her team, as they received awards for their Instagram activity, Christmas-By-The-Sea photographs, and the Sandcastles for Sloan educational program.

Sea turtle nesting season is currently underway. Oceanfront residents and hoteliers are reminded to follow regulations related to this season. Questions can be addressed to the Town's Development Services Department.

Town Manager Connors recalled that in 2005, the Commission adopted a Seagrape Drive Sidewalk Plan in conjunction with the construction of a sidewalk on the west side of that roadway. This requires Seagrape Drive property owners who are redeveloping to comply with the Plan's design by either building their portion of the sidewalk to standard or depositing funds with the Town. Since 2005, only one property, which is currently under construction, would have been required to comply with this Code provision.

Town Manager Connors continued that there is significant backout parking in the subject area of Seagrape Drive, which makes it safer for pedestrians to cross the street and access the west sidewalk. Because the Town has collected no funds in the past 19 years, she requested clarification of whether or not the Commission would like the Town to eliminate the Seagrape Drive Sidewalk Plan for the east sidewalk. There was Commission consensus to bring back an Ordinance eliminating that Plan.

Town Manager Connors continued that the Broward County Historic Preservation Board will co-host a Pioneer Day with the city of Tamarac. The County has asked Broward communities to nominate a pioneer, who would be an individual that has made a unique contribution to the community or is a descendant of a pioneer family who has made the community a better place. Residents are encouraged to email the Town Clerk with their nominations at TownClerk@LBTS-FL.gov no later than September 3, 2024.

A letter addressing condominium safety and affordability from Florida Senate President Kathleen Passidomo has been attached to the Commissioners' backup materials. The letter outlines the Senate President's understanding of the concerns expressed by condominium residents and reiterates her intention not to hold a special session to discuss these issues further, as they will be addressed during the next session.

Condominium residents are encouraged to review this attachment, which also includes answers to frequently asked questions.

The following meetings are scheduled:

- September 4, 2024: Planning and Zoning Board
- September 12, 2024 at 5:30: First budget hearing, followed by the Regular Commission meeting
- September 18, 2024: Second budget hearing and adoption of the budget, followed by the Regular Commission meeting

b. Visitors Center Quarterly Report

Visitors Center Coordinator Kym Miranda stated that in the second quarter of fiscal year (FY) 2024, there was an increase of approximately 26 visits over FY 2023. Seven volunteers staff the Visitors Center and assist with Town events. Three businesses were referred to the Chamber of Commerce, two of which became members. The Visitors Center supported the Dive Into Summer event in the second quarter and the Fourth of July celebration in the third quarter.

There are now three Little Free Libraries in the Town, which are now supported by assigned librarians. Ms. Miranda encouraged residents to donate books at the Visitors Center. The libraries are located at Friedt Family Park, the Community Center, and the Visitors Center, and are checked by librarians twice per week.

One new initiative is the new Town brochure, which will be 8.5 x 14 in size for easier reading. The brochure is expected to be released before the tourist season begins.

Ms. Miranda concluded that the Water Taxi is offering tickets at \$25 over Labor Day Weekend.

9. TOWN ATTORNEY REPORT

Commissioner Graziano asked if a vendor who claims they do not have insurance is not liable for damage. Town Attorney Susan Trevarthen replied that while she did not have an answer to this question at the moment, she will assist Town Staff in further evaluating the damage caused by a vendor.

Town Manager Connors further clarified that all Town vendors, including WastePro, are required to carry insurance. She was contacted on August 26, 2024 regarding the

incident at the condominium. Deputy Town Manager/Public Works Director Ken Rubach advised that WastePro is self-insured and their trucks have multiple cameras showing various angles. He has requested the files associated with the incident and will follow up with Town Attorney Trevarthen after viewing the recording.

Commissioner Graziano asserted that his understanding was that all Town vendors are liable for damage, irrespective of whether or not they carry insurance.

Commissioner DeNapoli asked if all Town vendors are required to have third-party insurance, noting that “self-insured” typically indicates a vendor does not have insurance. Town Attorney Trevarthen explained that she and Town Staff will review the vendor’s contract and follow up accordingly.

10. APPROVAL OF MINUTES

a. Approval of Minutes for July 8, 2024 and July 23, 2024 meetings

Commissioner Graziano made a motion, seconded by Commissioner DeNapoli, to approve. Motion carried 5-0.

11. CONSENT AGENDA

None.

12. OLD BUSINESS

a. Vacation Rental Update

Development Services Director Jhanelle Campbell recalled that on May 21, 2024, the Commission held a vacation rental workshop attended by the public to discuss the state of vacation and short-term rentals in Lauderdale-By-The-Sea. Various issues and concerns were discussed at that workshop.

Since that time, Staff has reviewed the Town’s practices related to these properties and prepared a vacation rental policy, which is included in tonight’s backup materials. The policy delineates how vacation and short-term rental violations will be approached going forward. Postcards are sent to residents so they are aware of the recourse available to them if issues arise.

Staff continues to update the Town's online vacation rental map. Since the workshop, a new category has been added to that map: residents may see where vacation rental applications are pending so they are not surprised when these properties come online. Staff has also processed additional complaints since the previous meeting.

Commissioner DeNapoli asked what type of response has been received to the postcards. Development Services Director Campbell replied that she has received no feedback related to the postcards thus far.

Commissioner DeNapoli also requested more information on the issues marked as "Closed" on the chart provided to the Commission, particularly whether or not the subject properties were fined, suspended, or their licenses revoked. Development Services Director Campbell replied that while she did not have this information on hand, what typically happens in the case of a first offense is a finding of fact. This confirms that the violation did occur, and should it recur in the future, the subject property would be considered a repeat violator and subject to fines of up to \$500/day per violation. Most of the properties listed were likely to have been first-time violators and received findings of fact.

Commissioner DeNapoli also asked how the matrix of violations and responses was determined, noting that it distinguishes between major and minor violations. Development Services Director Campbell explained that Staff reviewed Town Code and made comparisons with other municipalities. Their intent was to determine a reasonable response to vacation rental issues while keeping the public in mind.

Commissioner Graziano asked if the information compiled by the Town regarding vacation and short-term rental property violations would be shared with the Special Magistrate so they may make determinations based on that information. Development Services Director Campbell confirmed this, reiterating that the response to a first offense would be a finding of fact. The Town would be able to assess fines based on repeat violations. The policy also includes the Town Manager's ability to suspend or revoke a property's license.

Commissioner Graziano pointed out that when he had attended a Special Magistrate hearing, some representatives of properties gave testimony which he and the Town knew to be untrue. He asked if this is considered a major or minor violation, asserting that he felt it should constitute a major violation. Development Services Director Campbell replied that this is why a Code Compliance Officer is present at Special

Magistrate hearings, as they present evidence to the Special Magistrate to prove the Town's case.

13. NEW BUSINESS

a. Special Event Application: Ocean Awareness Market 2024-2025

Events and Marketing Manager Katie Anderson stated that Garret Nathan, representing the Better Days Foundation, has submitted a special event application to host a series of Ocean Awareness Markets in the Town. The markets would be held on 24 separate dates on the first and third Saturdays of each month, beginning in 2024 and extending through August 2025. The proposed location is in El Prado Park.

Setup for the markets would begin at 10 a.m., with events to begin at 11 a.m. and conclude at 8 p.m. Taking down the event may extend as late as 10 p.m. Events and Marketing Manager Anderson noted that some key details are missing from the Application which would typically be used to determine Staff's recommendation to the Commission.

The Applicant met with Town Staff on July 19, 2024 to review the Application and provide additional information. A table included in the Agenda Memo outlines some of the missing details as well as Staff comments and potential conflicts. These include:

- Anticipated vendor count
- Proposed Site Plan, which would not comfortably accommodate 30 vendors plus any additional activities
- No list of specific vendors, only the genres in which merchandise would be sold
- Estimated attendance of 50 individuals per event, which Staff felt was a significant underestimation
- Ability to provide live music and a stage at some or all events was not specified; bands or entertainment would be required to comply with the Town's Noise Ordinance
- Hours of occupancy from 10 a.m. to 10 p.m.: the Town has determined that a four-hour time frame is best for visitors and residents frequenting events similar to the Farmers Market
- Concerns with lighting, particularly during turtle nesting season
- Potential sale of alcohol at some events, but no details regarding the amount of and time during which alcohol would be sold

- The Town's Capital Improvement Program (CIP) includes plans for the refurbishment of El Prado Park, during which the park would not be available for events of any kind
- The contracted Farmers Market is scheduled to run from the first Sunday in December 2024 through the first Sunday in May 2025; 11 of the proposed markets would fall on Saturdays which precede these Sundays, which would mean the public has no personal access to the park during those weekends
- The Town anticipates a large crowd to celebrate Founders Day in the park on October 5, 2024, and has concerns with parking for two coinciding events

It was noted that when these concerns were reviewed, the Applicant indicated that they would adjust the ending time to close the market earlier, but wished to reserve the right to the park for the entire proposed duration of the event. Staff had concerns with the effect that this continuing use of the park would have on neighboring residents throughout the year.

Based on the concerns cited above, Staff recommends denial of the special event Application. Should the Commission recommend approval, Staff has outlined a number of suggested conditions for the Commission's consideration.

Garret Nathan, representing the Better Days Foundation, stated that he had never suggested the events would extend through 10 p.m., but would schedule them to end at 8 p.m. during the summer, followed by breakdown through 9 p.m.

Commissioner Pouloupoulos asked if the events are similar to farmers markets. Mr. Nathan replied that the proposal would include a farmers market, as well as yoga and meditation sessions, children's activities, and a concert.

Commissioner Pouloupoulos also noted that the description of the proposed event sounds similar to a farmers market. Mr. Nathan replied that the Town's farmers market is not a community event. He added that alcohol sales would be conducted through licensed mobile bars that would be brought in as vendors.

Commissioner DeNapoli asked if the additional items requested by Town Staff are standard items that would be requested of any special event applicant, such as a list of vendors. Town Manager Connors confirmed this, further clarifying that an additional meeting was held with the Applicant to request more information. Staff was not provided with the specific information they were seeking.

Commissioner DeNapoli also emphasized the importance of protecting wildlife during sea turtle nesting season, which cannot be compromised. Mr. Nathan stated that the Application shows event times would be adjusted during nesting season.

Commissioner DeNapoli concluded that events held every other weekend in El Prado Park for almost a full year would be a significant request, and suggested that the Commission could consider the Application further if it is revised.

Commissioner Pouloupoulos asked if the Applicant has organized similar events to the one proposed for the Town. Mr. Nathan replied that he had recently worked with the city of Key West for their RumFest event. He added that he has held multiple events throughout the state of Florida, including the cities of Pompano Beach, Tampa, and Miami.

Commissioner Graziano recalled that he had discussed the Application with the Applicant, recommending that he start by holding a one-day event. This suggestion was because the proposed Ocean Awareness Market is different from anything the Town has done before, and there may be little confidence in the Applicant's ability to undertake the event. The Applicant had found this proposal to be unacceptable.

Commissioner Graziano asked if other municipalities had been contacted by Town Staff. Events and Marketing Manager Anderson confirmed that Staff had reached out to Pompano Beach to hear feedback on how their event had fared. Pompano Beach's events manager had indicated that the Applicant had submitted an application to them, but never carried through to the event phase at the level proposed. The city had referred him to a different event location.

Mayor Malkoon stated that the proposed event would be held twice per month, eight to ten hours per individual market, for a full year, including music and alcohol, both of which were likely to be disruptive to nearby neighbors. He did not feel the proposed event was right for the Town, and also noted that the Applicant has been rude and disrespectful to Town Staff. He concluded that he would not be in favor of the Application.

Commissioner Pouloupoulos made a motion, seconded by Vice Mayor Strauss, to deny the Application. Motion carried 5-0.

The following Item was taken out of order on the Agenda.

c. Resolution 2024-30: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, REVISING THE TOWN OF LAUDERDALE-BY-THE-SEA PAY PLAN TO INCORPORATE NEWLY ESTABLISHED CODE COMPLIANCE POSITIONS; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE REVISED PAY PLAN BY ESTABLISHING TWO NEW POSITIONS AND PAY FRAMEWORK AND ESTABLISHING JOB DESCRIPTIONS; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

At this time Mayor Malkoon opened public comment.

Bernard Pita, code compliance director for Calvin, Giordano and Associates, Inc., recalled that he previously met with the Town Manager to discuss pricing, including the cost of a proposed Beach Ambassador or Beach Patrol position. Also earlier in the year, the Town reached out to the firm's finance director to request an estimate for the following fiscal year so they can include this information in the budget.

Mr. Pita noted that some of the pricing in the written estimate does not reflect the estimate given to the Town by Calvin, Giordano's finance director. He clarified that the estimated cost of the Code Compliance contract would remain the same with the exception of a 4.5% consumer price index (CPI) annual increase. The firm has also revised its rates due to the current economy, including an increase to the hourly rate of \$118/hour for a Code Compliance Inspector position. The proposed Beach Ambassador rate was estimated at \$64/hour.

Mr. Pita continued that Lauderdale-By-The-Sea is a legacy account, as they have done business with Calvin, Giordano for 11 years. The estimate presented for renewal of the contract has not yet been formally discussed.

Mayor Malkoon explained that some residents have raised concerns with the lack of quality customer service from Code Inspectors, including a failure to respond to residents. While Staff has met with Calvin, Giordano to discuss these issues, these concerns have not been addressed. This was one reason the Commission is considering creation of a request for proposal (RFP) or bringing Code Compliance services in-house. He concluded that he also feels the level of service provided to the Town has deteriorated.

Mr. Pita advised that he has not received any feedback on a lack of responsiveness from Code Compliance, although he has heard feedback that suggested some Inspectors did not provide property owners with all the information they needed.

Commissioner Pouloupoulos requested clarification of the proposed change in the hourly rate. Mr. Pita replied that the new contract has not yet been negotiated, noting that one option proposes keeping the contract at the current rate of \$64/hour but adding CPI increases.

Commissioner Pouloupoulos also asked when the discussion took place between Calvin, Giordano and Town Staff. It was clarified that the estimate was requested in February 2024. Development Services Director Campbell explained that each year, as budget season approaches, she requests a proposed budget for the next year. The estimated budget proposed by Calvin, Giordano for fiscal year (FY) 2024-2025 was \$267,559.

Development Services Director Campbell continued that further discussion had followed, as Staff was attempting to make a determination on the options of providing lifeguards or beach patrols. Three options were presented to the Town, including an option which would provide a Beach Patrol Officer at \$95/hour. The new rate sheets reflected a rate of \$118/hour for a Code Compliance Officer.

Commissioner Pouloupoulos requested more information on the proposed new hourly rate. Mr. Pita replied that Beach Patrol/Ambassador was proposed as a separate position from that of Code Inspector and was not part of the original contract. He characterized this as a “one-off” contract, with the rate of \$118/hour presented to show the increase.

Commissioner Pouloupoulos noted that the rate for existing Code Officers would continue to be \$64/hour with the addition of a CPI increase. Mr. Pita confirmed that this rate would not increase to either \$95 or \$118. The \$95/hour proposal was strictly for the Beach Patrol/Ambassador contract. The Town currently contracts for two Code Officers.

Commissioner Pouloupoulos asked who supervises the Code Compliance contract for the Town. Mr. Pita confirmed that this is his responsibility. He meets with Staff to review reports and may become involved with specific cases as well as handling other responsibilities.

Commissioner Pouloupoulos also asked what typically prompts Code Compliance to issue a violation. Mr. Pita replied that residents can file complaints online; in addition,

Code Inspectors patrol areas to determine whether or not there are violations. Residents may also call the Town or make complaints directly to Town Staff.

After a complaint has been made, Code Compliance investigates to verify the violation. They seek to make personal contact with complainants as well as with residents who may be in violation. Code Compliance has a compliance rate of approximately 80% to 85%. They then determine whether or not the case will go forward and take care to move quickly in the case of health and safety violations. Each case is approached on an individual basis.

Commissioner Pouloupoulos observed that the Agenda Memo provided to the Commissioners suggested that the Town's Code Compliance budget may increase to nearly \$500,000 if the contract with Calvin, Giordano continues. He asked how this can be reconciled with the information provided by Mr. Pita. Development Services Director Campbell replied that the information presented to Staff included a new rate sheet with the proposed rate of \$118/hour. This stood until the meeting of Calvin, Giordano and Staff on August 26, 2024, at which time Mr. Pita indicated that information may have been misconstrued. She emphasized that at no point in the August 26 discussion did Mr. Pita state that the firm would honor the quote provided to Staff in February 2024.

Development Services Director Campbell continued that when Beach Patrol services were discussed, Staff was presented with an option for provision of a Beach Patrol Officer for \$95/hour. The new rate sheet for renewed contracted positions reflected a rate of \$118/hour.

Town Manager Connors advised that the issue was that the Town planned to issue an RFP for a new contract, as they have not been fully satisfied with Calvin, Giordano's services. She pointed out that after 12 years of using the same provider, it was appropriate to determine what services were offered by other vendors. She provided the Commissioners with the email from Calvin, Giordano, which lists three options:

- The Town can multiply the cost of the existing contract by 2.1, which would be the cost of hiring another individual for the remainder of the contract, which ends in December 2024
- The Town can proceed with the firm's proposed new rates
- Because the Town is a legacy account, they can bring on a new hire at the discounted rate of \$95/hour for the contract ending in December 2024

Town Manager Connors stated that the new rate of \$118/hour proposed by Calvin, Giordano was too high and not satisfactory. She added that the proposed rates of

\$118/hour, \$95/hour, or \$64/hour were extremely high, particularly as the Development Services Director is primarily responsible for overseeing Code enforcement. These were all reasons why the Town wished to go out for bid for the contract.

Town Manager Connors continued that the proposal from the firm seemed to be that if the Town chooses to renew their contract, Calvin, Giordano would be willing to honor the rate of \$64/hour; if they went out to bid, however, the rates would be as presented on the new rate sheet. She pointed out that tonight's discussion is not intended to be a full discussion of the contract, but was intended to add two new positions so the Town has the option of hiring internally.

Town Manager Connors advised that the most important factor to Staff is to ensure they can provide the highest level of service at the most affordable rate. Staff feels this can be done internally, which is the request before the Commission tonight. Staff will determine whether or not they can find an affordable way to bring this service in-house.

Commissioner Pouloupoulos expressed concern that if the Commission creates the two proposed positions, it would be an obstacle to an RFP process or renewal of the contract with Calvin, Giordano. Town Manager Connors explained that Staff is requesting the opportunity to seek an affordable option. She added that they have also reached out to competing firms, which offered competitive rates. For this reason, Staff feels the proposed budget would increase exponentially if the contract went out for bid. She reiterated that communications with Calvin, Giordano indicated that either renegotiation of their contract or selection through the bid process would most likely result in higher rates.

Town Manager Connors also noted that the proposed costs are for two employees, not including a supervisory position or the additional Code Compliance position that would be funded by the Building Fund.

Commissioner Pouloupoulos noted the salary ranges for the proposed two Code Compliance positions, as well as the salary range of the Assistant Director of Code Compliance position. These positions would replace the contractual positions held by Calvin, Giordano staff and would not include the Beach Patrol position. Town Manager Connors confirmed that this would result in a net increase of one position, as requested in the budget and with the additional position to be funded through the Building Fund to address permitting/building issues.

Commissioner Pouloupoulos asked if it was also Mr. Pita's understanding that the message conveyed to the Town was that they would see new and higher rates if the Code Compliance contract went out for bid. Mr. Pita replied that he could not speak to the intention of the email, but reiterated that the Town has a legacy account with his firm which may affect negotiations. There has not yet been any discussion of renewal.

Town Manager Connors advised that she had sent the Commissioners the email in question, which lists the three options as well as references to the existing contract's expiration date. Commissioner Pouloupoulos noted that he did not see any language in the email which suggested that the firm would keep its current rates plus CPI.

Town Manager Connors pointed out that the Town, and Development Services Director Campbell in particular, currently does a great deal of Code Compliance's work, which means the Town is not receiving the same level of service as in the past. She and Development Services Director Campbell felt the way to provide the best service at the best price is to transition Code Compliance to Development Services Staff members.

Town Manager Connors further clarified that the proposed change would increase Code Staff to two Code Compliance Officers and one Code Compliance Supervisor. The Supervisor would be able to address larger Code issues, such as a Code amnesty program for smaller violations, properties with very large liens, and other higher-level concerns.

Mr. Pita observed that the current contract limits Calvin, Giordano to supervision, which includes some hours which were "unbillable." He added that supervision is built into their contracts, which means managers are assigned to individual municipalities; however, this was not an option with Lauderdale-By-The-Sea, as there is no line item for supervision.

Commissioner DeNapoli asked if Calvin, Giordano's Code Compliance employees have autonomy in issuing violations or if they require Town approval. Mr. Pita replied that the Code Inspector may move forward if they observe a violation, and the Special Magistrate will determine whether or not a violation exists. Violations are first addressed through personal contact and a courtesy notice; failure to comply will move the issue on to the Special Magistrate. Inspectors are certified by the state.

Commissioner DeNapoli asked if the Town had had prior discussions of hiring two new Code Officers or three. Town Manager Connors explained that there had been consideration of hiring one additional Officer, which would bring the total number of

Code Officers to three. Staff is asking for a supervisory position which would be known as Assistant Director of Code Compliance and which would oversee the existing two Code Officer positions.

Town Manager Connors further clarified that the Town would either hire in-house Staff or continue its contract with an outside vendor. Staff's suggestion is to bring Code Compliance in-house. The current contract with Calvin, Giordano has 2.25 Code Officers, with the 0.25 intended as time that can be provided to a "floater." The result of Staff's proposal would be a total of three Officers. Should the Town choose to continue with Calvin, Giordano, one more Code position would be added, raising the total to 3.25, while taking Code Compliance in-house would add a total of three.

Town Manager Connors continued that when a position is brought in-house, that employee's job description must be added to the list of jobs available with the Town. Because Code Officers are currently contract employees, this job description is not listed. The Commission is asked to authorize the addition of this description and position.

Commissioner DeNapoli requested clarification that Calvin, Giordano is proposing \$64/hour plus CPI for any of the additional positions, or if a new position which includes Beach Patrol services would be \$95/hour.

Town Manager Connors explained that the \$95/hour figure was first mentioned when Staff brought information to the Commission regarding a Beach Patrol position. The email from Calvin, Giordano indicates that this rate would be in effect until the contract expires in December 2024. The Town has not negotiated for a new contract at this time.

Town Manager Connors reiterated that in February 2024, when the Town requested clarification of what they could anticipate for the new budget year, they were provided with a figure; however, a supervisor at the firm had indicated that this number may not be accurate if the Town goes through the RFP process. She felt the Town can provide comparable and less expensive services in-house, which would require the creation of the new positions.

Commissioner DeNapoli asked if Mr. Pita had the authority to make any deals on contractual costs at tonight's meeting. Mr. Pita replied that while he did not have this authority, the email to the Town indicates the three options, with a \$95/hour option for a "one-off" new Beach Patrol position.

It was noted that Vice Mayor Strauss had left the meeting, but had requested that the following be shared with the Commission via the Town Clerk: the issue should be revisited with verified information.

Commissioner Graziano stated that residents of his Terra Mar neighborhood have indicated to him that they do not like current Code Compliance Staff, as they have shared complaints with those individuals but have seen no results. He felt this was a training issue. He also encouraged Mr. Pita to attend Special Magistrate hearings, where explanations for Code cases typically fall to the Development Services Director.

Commissioner Graziano continued that the Town is considering bringing Code Compliance services in-house because they have not developed an RFP that accurately reflects what the Town hopes to do in terms of customer service. He pointed out that the cost of the contract is a moot point if the contractor is not providing satisfactory service. He added that this was the first time he had been made aware of the communications between Calvin, Giordano and Town Staff.

Commissioner Pouloupoulos requested that the Town Attorney explain what the Commission is being asked to vote on at tonight's meeting, as well as the potential implications if the Item is approved. Town Attorney Trevarthen replied that the Town's personnel structure includes certain job descriptions and pay ranges; if those descriptions and ranges do not currently exist, the Town cannot fill them. The Town may adopt these positions, as proposed in the Item, even if they decide later not to fill them.

Town Attorney Trevarthen also clarified that deferrals are possible; however, she encouraged the Commission to keep the nature of the question in mind, which is whether the Town wishes to move Code services in-house or continue to use a contractor to provide these services. She recommended that the Commission provide clear direction to the Town Manager on how to proceed.

Commissioner Pouloupoulos continued that he shared Commissioner Graziano's concern with the volume of new information provided to the Commission tonight, as well as with the question of continuing contractual services or bringing Code services in-house. He felt there should be additional discussion and clarification from both Staff and Calvin, Giordano before the Commission makes a determination on how to proceed with the potential positions.

Mayor Malkoon asked if the third Code Officer the Town may hire would be the position funded through the Building Fund. Town Manager Connors confirmed that this position

would be funded through Building Department fees. Mayor Malkoon pointed out that this meant the position would be funded separately from the rest of the budget.

The Mayor also asked if Calvin, Giordano has been provided notice that the Town will not continue its contract with them after December 31, 2024. Town Manager Connors replied that she has not yet provided this notice, which must be given within 60 days of expiration. This is because she could not provide notice without first determining whether or not the Commission wished to create new positions.

Town Manager Connors also pointed out that the \$95/hour rate proposed by Calvin, Giordano would come to \$197,000 in cost.

Mayor Malkoon advised that he was confident Staff is qualified to operate the Code Compliance Department; however, while he saw the proposed positions and salaries, he did not know what these would ultimately cost the Town, as they do not include software costs, employee benefits, or other comparable costs. He felt there was not enough information at present to know whether the Town should create the proposed positions. He concluded that he would like to see action taken on this issue before Calvin, Giordano's contract expires, which would help him determine whether or not the firm is responsive to the Town's concerns and needs.

Commissioner DeNapoli commented that he has also heard several complaints from residents regarding Code Compliance. He suggested that some items could be best served by outsourcing the Town's Code needs while bringing other services in-house. He was also in favor of discussing this issue further at a later meeting, with more concrete numbers.

Commissioner Pouloupoulos asked whether or not any Town representative had suggested to Calvin, Giordano that the Town would not be renewing their contract. Mr. Pita replied that he was aware of no such interaction.

Keith Jones, 8 Sunset Lane, recalled a sewage leak that occurred on his street and emphasized the responsiveness of Code Compliance to this issue. He concluded that the Town should not bring Code Compliance in-house but should continue with the current provider.

Wendy Bentsen, 4137 Bougainvillea Drive, stated that Code Compliance has been very responsive.

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

Commissioner Poulopoulos made a motion to defer.

Commissioner Poulopoulos added that he would like to see a proposal from Calvin, Giordano, and would like more information from Staff on what is expected if the Town brings Code Compliance in-house, as well as information on a Beach Ambassador/Patrol Officer.

Town Manager Connors suggested that the Item be deferred until the first Commission meeting in October. Commissioner Poulopoulos **amended** his **motion** to include a reference to October 2024.

Town Manager Connors asked if the Commission felt it was appropriate to negotiate with the Town's current contractor, or if they would prefer the Town send out an RFP.

Commissioner Poulopoulos asked if the Town is required to go out to RFP on this Item. Town Attorney Trevarthen advised that they are not.

Town Manager Connors added that in order to gather information, Staff reached out to another company that contracts for Code Compliance services to determine their hourly rate for comparison to Calvin, Giordano. That company indicated their hourly rate was \$95, which is consistent with the amount Calvin, Giordano had quoted for a new employee. Staff felt the Town may be able to beat this cost, even with additional costs associated with benefits.

Commissioner Poulopoulos explained that he had moved to defer the Item because he wanted more clarification on renewal options. He continued that if the discussion was deferred until October, he hoped to be able to speak to a representative of Calvin, Giordano who is empowered to make decisions on behalf of the company.

Commissioner Poulopoulos asserted that his intent was to discuss renewal of the existing contract in October rather than to go out to RFP or create in-house positions, as going out to RFP would push the discussion closer to the end date of the current contract.

Commissioner DeNapoli asked if Commissioner Poulopoulos's motion would mean the Commission is only considering renewal of the current contract, or if it would also mean

consideration of bringing Code Compliance services in-house. Commissioner Pouloupoulos stated that his intent was to get greater clarification at a later date on the options of both renewal and bringing services in-house. He had intended no reference to an RFP.

Commissioner DeNapoli seconded the motion to defer until the first meeting in October. Motion carried 4-0.

b. Resolution 2024-29: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING AN UPDATED FEE SCHEDULE FOR SPECIAL EVENTS, AND OTHER USE OF PUBLIC PROPERTIES, BY AMENDING THE FEES RELATED TO SPEICAL EVENTS, PARK USES, AND STREET PERFORMERS; PROVIDING FOR CONFLICT, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

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

Assistant to the Town Manager Courtney Easley recalled that the Commission had asked that Town Staff review the current application fee structure and present any recommended increases. Later presentations will include new fees proposed for Jarvis Hall, Development Services, and building fees.

The current special event fee schedule was adopted in September 2012 and reviewed in 2014 and 2017. Staff researched the special event fees, as well as fees for other uses, in surrounding municipalities for purposes of comparison. Staff proposes increases to the following:

- Park use permits
- Special event application fees
- Application fees for the Commercial Business District

Staff also considered how updated fees would carry through the next three to five years. Most fees are set at a \$25 increase, with a few fees increasing only by \$10. This would raise fees to a comparable rate with surrounding municipalities.

Commissioner Pouloupoulos made a motion, seconded by Commissioner Graziano, to accept. Motion carried 4-0.

- d. Resolution 2024-31: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH OMNIA PARTNERS & TRAFFIC AND PARKING CONTROL CO., INC., FOR PURCHASE OF PEDESTRIAN CROSSWALK SIGNAGE, UTILIZING THE TERMS AND CONDITIONS OF BARRON COUNTY RFP #2020-200; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Deputy Town Manager/Public Works Director Rubach explained that the Commission funds pedestrian improvements as a line item within the Capital Improvement Program (CIP). Staff, with input from the Commissioners and residents, identifies areas in need of improvement for pedestrian mobility and safety. This Item addresses crosswalks at El Prado Park.

When these intersections were first proposed for improvement, Staff considered implementing a raised intersection; however, this was not possible due to the intersection's multiple entry and exit points. Staff instead recommends installation of rapid flashing beacons similar to those on A1A and Commercial Boulevard. The beacons would be installed at both the north and south crosswalks. The crosswalk will also be lighted when a signal is requested.

Commissioner DeNapoli noted that the contract was issued in the state of Wisconsin following a competitive bid for the same upgrades in 2020. Public Works Director/Deputy Town Manager Rubach confirmed this.

Commissioner DeNapoli made a motion, seconded by Commissioner Pouloupoulos, to approve. Motion carried 4-0.

- e. Resolution 2024-32: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S PURCHASING MANUAL; AUTHORIZING THE TOWN MANAGER TO AMEND THE PURCHASING MANUAL WHEN NECESSITATED BY STATE OR FEDERAL LAW CHANGES; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

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

Assistant to the Town Manager Easley explained that this Item would amend the Town's Purchasing Manual to include recent laws passed by the Florida Legislature which affect local governments' purchasing and procurement practices. The Town Attorney's Office has prepared these revisions, which include:

- Signing of affidavits attesting that the contractor is not owned, controlled, or organized by a foreign country of concern
- Contractors and subcontractors must register with and use the E-verify system to confirm the work authorization status of all new employees

These and other changes are summarized in the backup materials for the Agenda Item.

Commissioner DeNapoli made a motion to approve.

Town Attorney Trevarthen explained that the Town added language to its Purchasing Manual which allows the Town Manager to administratively approve future changes driven by state or federal law which must be adopted into the Purchasing Manual.

Commissioner Pouloupoulos seconded the motion. Motion carried 4-0.

14. COMMISSIONER COMMENTS

Commissioner Graziano addressed the earlier discussion regarding Code Compliance, noting that if the Town decides to go out for RFP, they would lose their legacy status with Calvin, Giordano and Associates. He encouraged Staff to negotiate further with the current contractor.

Commissioner DeNapoli congratulated the Events and Marketing team on their recent awards. He also requested clarification of whether or not Town vendors are required to have third-party insurance, and asked for additional information on what happens when a vacation rental Code case is closed. He concluded that he would like a clearer picture of "which way we're headed" regarding Code Compliance, as well as associated costs.

Mayor Malkoon reported that he recently attended a Florida League of Cities conference at which a session was held to discuss the future role of government, including the use of artificial intelligence (AI). Another topic was the Florida Recovery

Obligation Calculation (FROC), which is a rating system which reimburses certain costs and expenses related to recovery from natural disasters. The Town is a member of FROC.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

None.

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 9:12 p.m.

Mayor Edmund Malkoon

ATTEST:

Katrina Adler, Town Clerk

Date



Town Commission Agenda Item Report

Meeting Date: September 18, 2024

Submitted By: Susan Trevarthen, Town Attorney

Submitting Department: Administration

Item Type: Presentation

Agenda Section: OLD BUSINESS

Subject Title: Discussion of 2024-25 Charter Review Board Process

Explanation:

Background

The Town's Charter was comprehensively rewritten, updated, and approved by the voters in 2004. It calls for a Charter review at least every twelve years.

The Charter Review Board is an advisory board created by resolution of the Town Commission pursuant to Section 7.3 of the Charter, comprised of residents serving without compensation. Their job is to review the Town Charter, address any specific issues as directed by the Town Commission, and recommend any modifications they feel are needed to the Town Commission. This process is commonly used by other municipalities but is not mandated or specifically regulated by the Charter or the Town Code.

The Charter Review Board is not an ongoing Board; it is convened for the purpose of this once every 12 years review, and members serve as long a term as the Commission decides is necessary to complete the Charter review, and prepare their recommendations. The Town Commission then receives these recommendations, and decide which ones, if any, to place on the ballot for voter approval.

The last time the Town did this in 2012, the Commission considered a range of potential issues, and directed the Charter Review Board to consider them. See **Exhibit 1**, Agenda Memo and Attachment from March 13, 2012 Town Commission meeting. The Commission had a special meeting on June 10, 2013 at which all of the changes recommended by the Charter Review Board were considered. See **Exhibit 2**, minutes of June 10, 2013 Special Commission meeting. The Commission chose to put some of the recommended changes on the 2014 ballot and rejected others. See **Exhibit 3**, Ordinance 2013-13. And the voters approved some of the changes on the 2014 ballot while rejecting others. See **Exhibits 4-7**, Summary of 2014 Charter Amendment election results, certified results, and 2014 Charter Submitted to Department of State.

The following questions were ultimately placed on the March 2014 ballot by the Town Commission:

- An alternative criteria for determining Town Manager qualifications, which was spurred by questions that had been raised concerning Connie Hoffmann's educational background (passed)
- A change to the deadline for designating the Vice Mayor to allow the newly elected Commission the option to take additional time to decide following its swearing in (passed)
- A clarification of the term limits, that no more than 14 years of service was permitted without a two-year break in service (passed)
- Creation of a procedure for a vacancy in candidacy for the Town Commission or Commissioner-Mayor positions (passed)
- Allowing a Mayor to run for Commissioner following service as Mayor if the candidate had not already served the maximum 14 years in office (failed)
- Clarify the due process applicable to and broaden the options for penalties applicable to Commissioners who allegedly violated ethics rules or standards of conduct (failed)

The Charter Review Board had also recommended the following questions, but the Commission decided not to place these on the March 2014 ballot:

- Remove Mayor voting last on a roll call vote
- Remove residency requirement for electoral districts, while preserving the current district seats
- Remove related language requiring a study of the districts
- Specify that Town Commissioner (and Mayor-Commissioner) is a part time position, and engagement in outside employment and charitable fundraising will be controlled by state law, not by the Broward County Code of Ethics
- Adopt the "plain English" version of Section 7.1 of the Charter
- Commission should consider options for changes to the Charter height limits recommended by the Board
- Amend the plain English version with specific recommended changes

Analysis

The Town Commission appointed the members of this year's Charter Review Board in the spring, and the Town is preparing to launch the Board's meeting process.

1. Purpose of the Review

The Charter review process allows the Town Commission and Charter Review Board to examine the existing Charter provisions, identify areas that may need revision, and address any ambiguities or outdated language. This process is a proactive measure, to ensure that our governance structure remains effective and in tune with best practices.

2. Role of the Commission

The Commission may define the scope and direction of the Charter Review Board's work. The Board may undertake a comprehensive review of the entire Charter or concentrate on specific provisions as directed by the Commission. Determining the appropriate scope, whether a targeted examination or a full analysis, is an essential first step.

At the conclusion of the review, the Board's recommendations will be presented to the Commission for consideration. The Commission will determine which, if any, amendments should proceed to the Town's voters. In accordance with Section 166.031, Florida Statutes, this process requires the adoption of an ordinance, which must then be approved by a majority of voters in a referendum. This referendum may be held during a general election or a special election.

3. Timeline of the Charter Review

Based on discussions with the Broward Supervisor of Elections office regarding the March 2026 election, ballot questions must be submitted by the first day of qualifying, which is typically the first working day in January in the Town. While a few municipalities are holding elections in 2025, no general elections are currently scheduled for that year. The Charter could be scheduled for a special election if desired, if no changes to Section 7.1 are proposed.

Special timing rules apply to any proposed changes to Section 7.1 of the Charter. See Section 7.1(10) of the Town Charter. Any revisions to it must be approved by a majority vote of registered voters in an election, held only during a regularly scheduled November general election or a March municipal general election. The Charter expressly prohibits any amendments or repeals of this section during special elections held at any other time.

With these legal requirements in mind, the current timeline for proposed amendments to the Charter that would allow for potential changes to Section 7.1 offers two primary election date options:

1. The first is the March 2026 general election, with ballot questions likely due by January 2026.
2. The second option is the November 2026 general election, with ballot questions expected to be due around July 2026.

However, if the voters change the date of the municipal general election to November, then only option 2 is available for a set of Charter amendments that include Section 7.1.

Because the process includes adoption of an ordinance that requires two readings and may be deferred for further consideration, we note that the Charter amendment ordinance was approved by the Town Commission at the second regular meeting of October 2013 in the last cycle, leaving ample time for timely submission to the Supervisor of Elections in January 2014 despite the end of year holidays. This additional time is prudent, and also allows additional time for the voters to become familiar with the proposals.

For proposed Charter amendments that do not involve Section 7.1, the Town has additional flexibility beyond the March/November 2026 municipal general election:

1. Amendments could be placed on the ballot for a special election called by the Town, with ballot questions typically due four to five months prior to the election date. Such special elections must be coordinated with the Supervisor of Elections' availability, but could occur at any time with their approval.
2. Alternatively, these amendments could be included in the March 2026 general municipal election, likely with a January 2026 deadline for ballot submissions.

These timelines will ensure that the Charter review process aligns with the legal requirements and election deadlines, providing clear guidance for the submission of any proposed amendments.

4. Scope of Charter Review

Finally, the Town Commission should consider whether it wants to direct the Charter Review Board to examine any specific provision of the Charter or evaluate adding any provisions to the Charter. The Town Commission could direct specific issues be considered by the Board, or simply recommend that the Board review the Charter as it sees fit and make its recommendations to the Commission.

A complicating factor this year is that, on November 5, the Town's voters will be considering whether to change the date of the Town's regular municipal elections from March to November. See Ordinance 2024-05. If the November election date is approved, the Charter questions would need to be placed on the same ballot as the Town Commission races, in November 2026. If so, then the deadline for submitting questions would be the first day of qualifying for the November 2026 election, which is likely to be July 2026.

Recommendation: The Town Commission should consider the above matters, and develop a recommendation on how to proceed with launching the Charter Review Board process.

Exhibits:

1. 3-13-2012 Minutes of Discussion of Possible Topics for Charter Review to Consider
2. March 13, 2012 Agenda Memo
3. Ordinance 2013-13
4. Summary of 2014 Charter Amendment Election Results
5. Certified Election Results
6. Minutes 06-10-2013 Special Meeting
7. 2014 Amended Charter

March 13, 2012 Commission Meeting

Verbatim Minutes

17a: Discussion of Possible Topic for Charter Review Board to Consider

Mayor Minnet: I believe you probably have a list started. We discussed certain things and you included that in the backup. (see attached).

Manager Hoffmann: Yes, but I may have forgotten things that the Commission wants to add.

Commissioner Brown: Just to follow up quickly on what I had said before, I read through the Charter and there is a very clearly defined timeline if the citizens present a petition to put something on a referendum. There's a process that requires a minimum of 90 days before you can vote on it. Which means in the case of a citizens initiative, it would have to be completed by July in order to get on the ballot in November, but here is nothing in the Town charter which sets a time frame for any referendums which might be proposed by the Charter Review Board. It's sort of a gray area. I raise this question because it gets into the issue of how long is this Charter Review Board going to be in operation and are they going to have a deadline for submitting their recommendations to us, which takes into account either a 90 day lag period before it can go on a referendum, or are we not going to assume that they are going to come up with anything. The one example that pops into my mind right away is the one on the Mayor's term. Let's say that the Charter Review Board decides to change the Mayor from a 2 year term to a 4 year term, you would probably want to have that up for referendum this November when we have an election scheduled, and then it would be able to take effect in time for the next Municipal election. On the other hand, if there is no time constraint on doing that, if you want to miss the next election then you don't have to worry about it. I think we need to clarify how long this board has to do its job and when are they required to come back with their report to us, and do they have to come back with their full report before we act, let's say they wanted to single out one provision that they really wanted to get on the ballot in November, could they come to us with that before their report? And just one last thing I want to point out... on 6.6 it talks about forfeiture of office. And on #2 on 6.6 it says "a Commission member or the Mayor shall forfeit the office if the person violates any standard of conduct or code of ethics established by law for public officials". This jumps right into this whole issue we are dealing with now of the County's Ethic Law. If one of us is at an event and we take a bottle of water and take a sip out of it, we have violated the Ethic law, or if one of us has a conversation with somebody, either knowingly or unknowingly, and that person is a registered lobbyist, we violated the law. Under the Town charter it says "violates any standard of conduct or

code of ethics established by law". So I would hope that the Charter Review would look at that language. It's obvious what the intent is, you don't want to have people breaking laws and serving on the Commission, but is it really your intent to throw someone off the Commission because they took a sip of water at a public meeting? I just hope that you would be able to clarify that. Those would be my only requests. Thank you.

Mayor Minnet: Thank you, Commissioner Brown. Commissioner Dodd.

Commissioner Dodd: Yes, since you are inviting other topics to be added to the list here, I personally would actually like to see the Review Board grapple with the height limit, and consider mapping a geographical area within the Town within which 3 over 1 is the legal maximum construction height. I doubt if anybody, other than a land attorney could really tell you on reading the code whether the west side of El Mar Drive qualifies as 33 or 44 feet, and it's got so confused with the coastal construction line and all the other issues there, that I would just like to see the Charter Review Board look at the Town and draw an area and say anything within that area is 3 over 1 compliance. And that I think would simplify the code enormously I don't want to change the height..... I am just trying to make it easier for somebody that comes into Town and wants to buy property, and wants to look at the redevelopment that they know immediately, very simply, within this area this is what is allowed, within everywhere else in Town it's 32 feet. I think that would simplify the job and the code in a lot of areas. That is something I would like them to look at.

Mayor Minnet: Yes, the language certainly needs to be clarified and the definitions on the height limit. Thank you for bringing that up again. Commissioners, Vice Mayor, any other items? I think we hit on quite a few, but I do think it would be up to the Charter Review Board to analyze this and bring their recommendations to this body. I know we had a few items and I believe the Town Manager put them together on items that we had come through in a year

Town Attorney Trevarthen: There were procedural matters. do you want me to address those?

Mayor Minnet: Sure.

Town Attorney Trevarthen: The short version is basically yes to pretty much anything in the sense that our Charter doesn't constrain it. Commissioner Brown is correct in pointing out that there's one regime that applies to a citizen referendum and that there's not similar language that applies to when the Commission brings forth referenda and that's the one correction I would make. This is not the Charter Review Board putting something on the ballot. This will be an advisory committee making recommendations to this body and the Town Commission will decide whether or not to put something on the

ballot. It's not that there are not constraints, those constraints come from the Supervisor of Elections. I'm working on memory from 2010 when we looked at this issue. My guess is that somewhere around September we absolutely have to finalize, I think we may have gone to second reading, we planned to go to second reading in October, maybe early October, and we were just under the wire for the Supervisor's deadline. But there's a period of time that's necessary to actually print the ballot and make it possible for it to be on the election. So, the general idea is correct that we have to map that out and back into it, but it comes more from the election process itself rather than from our charter. And then whether you want to split it up, or whatever you want to charge the Charter Review Board to do, that's really at the discretion of this Town Commission.

Mayor Minnet: Commissioner Brown, does that answer your question?

Commissioner Brown: Yes.

Mayor Minnet: Town Manager, I think we've added the items we need to add to submit to the Charter Review Board.

Town Manager Hoffmann: Mayor, I believe we need, as a Commission to outline the time frame that you want the recommendations to come back from the Charter Review Board.

Mayor Minnet: Can you find out how long the first Charter Review Board was in session?

Town Clerk White: It was 8 months.

Mayor Minnet: It took a long time because it was chapter by chapter. It didn't seem like a long time, because there was so much to go over. We looked at the language in the Charter... we looked at do you want to make the charter so constrictive, or how do you want to work with it? It's a very lengthy process. There are good people on the Board that would bring good ideas. So I would say 8 months is the time they would need.

Commissioner Dodd: I think we should leave it to the Charter Review Board to have their first meeting, because I agree that there will be issues that we might get onto the ballot for the next election, and they might want to come back to us with a recommendation for a few items that we can do at the next election and as you say, the Charter Review is going to take a length of time in order for them to study it in the depths that we are asking them to do, and it may well take longer, so we got to be aware that we may get something for this ballot and something for the next ballot.

Mayor Minnet: That's fine, if you want to leave it up the Charter Review Board and maybe give them the outline from the original Charter Review Board so they know how that was designed.

Mayor Minnet: Town Manager does that complete the information?

Town Manager Hoffmann: Yes.

End of discussion

Item No. 17a 86**AGENDA ITEM MEMORADUM****Town Manager**

Department

Connie Hoffmann

Department Director

COMMISSION MEETING DATE (*) - 7:00 PM	Deadline to Town Clerk
☐ Feb 28, 2012	Feb 17
☒ Mar 13, 2012	Mar 2
☐ Mar 27, 2012	Mar 16
☐ April 10, 2012 *	Mar 30
☐ April 24, 2012	Apr 13

***Subject to Change**

- | | | | |
|---------------------------------------|---|---------------------------------------|--|
| ☐ Presentation | ☐ Reports | ☐ Consent | ☐ Ordinance |
| ☐ Resolution | ☐ Quasi-Judicial | ☐ Old Business | ☒ New Business |

☐ **FY2012 DESIGNATED HIGH PRIORITY ITEM - PRIORITY TOPIC****SUBJECT TITLE: DISCUSSION OF POSSIBLE TOPICS FOR CHARTER REVIEW BOARD TO CONSIDER**

EXPLANATION: The Commission had asked the Town Attorney and I to keep lists of topics for possible review by the Charter Review Board. Below is our combined list, the majority of which were supplied by the Town Attorney.

- Review certain land use provisions, including:
 - Clarify how to measure height
 - Clarify what it means to "rezone for any other use"
 - Changes that would support our Comprehensive Plan goals to support hotels and discourage the conversion of hotels to residential uses.
- Add procedure for candidate withdrawal following qualification per statute.
- Determine whether to sunset residential electoral districts (as in ballot question in 2004). If not, future redistricting needs to be addressed. On the latter point, consider changing Charter language that dictates that a university must be used to do the districts study.
- Broaden qualifications for Town Manager.
- Remove residential uses from prime hotel areas – or revise language to be clear that we can remove uses by ordinance without a referendum.
- Consider not specifying that the Vice Mayor must be selected on a particular date.
- Length of Mayoral term of office.

This list is simply provided as food for thought for the Commission in developing specific assignments to the Charter Advisory Board, if you wish to take that route.

Reviewed by Town Attorney

☐ Yes ☐ No

Town Manager Initials

CH

Topics for the Charter Review Board to Consider:

1. Clarify the meaning of the language in 6.6 (2) of the Town Charter (forfeiture of office with regards to ethics)
2. Clarify the height limit as it is difficult to interpret. Consider mapping a geographical area within the Town, within which 3 over 1 is the legal maximum construction height, and everywhere else is 32 feet.
3. Review and clarify what it means to “rezone for any other use”.
4. Review land use changes that would support our Comprehensive Plan goals to support hotels and discourage the conversion of hotels to residential uses.
5. Add procedure for candidate withdrawal following qualification per statute.
6. Determine whether to sunset residential electoral districts (as in ballot question 2004, attached). If not, future redistricting needs to be addressed. On the latter point, consider changing Charter language that dictates that a university must be used to do the districts study.
7. Broaden qualifications for Town Manager.
8. Remove residential uses from prime hotel areas – or revise language to be clear that we can remove uses by ordinance without a referendum.
9. Consider not specifying that the Vice Mayor must be selected on a particular date.
10. Length of Mayoral term of office.

**LAUDERDALE-BY-THE-SEA
SAMPLE BALLOT**

**OFFICIAL MUNICIPAL GENERAL ELECTION
BROWARD COUNTY, FLORIDA
MARCH 9, 2004**

**MAYOR
LAUDERDALE-BY-THE-SEA
(Vote for ONE)**

Susan Mary BEATTY
Beverly KENNEDY
Oliver PARKER

**TOWN COMMISSIONER
LAUDERDALE-BY-THE-SEA
(Vote for TWO)**

Chuck CLARK
Cindy GEESEY
John THOMPSON
John YANNI

LAUDERDALE-BY-THE-SEA – 1

DESIGNATION OF TOWN COMMISSIONER SEATS ONE THROUGH FOUR BY DISTRICT

The Charter provides for electing Commissioners without regard to where they live in the Town. Should the Charter be amended to establish four seats elected at large but from districts; Seat 1 representing the northern district and Seat 2, representing the southern district, elected in 2006; and seats three, representing a northern district and seat four, representing the southern district, elected in 2008; with district residency requirements ending in 2018?

YES
NO

LAUDERDALE-BY-THE-SEA – 2

INCREASE THE TERM OF OFFICE FOR MAYOR-COMMISSIONER FROM TWO YEARS TO FOUR YEARS

The current Town Charter provides that the Mayor-commissioner serves a term of two years. Should the Town Charter be amended to provide that the Mayor-commissioner shall serve a four-year term, consistent with the four-year term of Commissioners, commencing with the General Municipal Election of 2004?

YES
NO

Page 1 of 2
Public Count: 0

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ORDINANCE NO. 2013-13

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF PROPOSED AMENDMENTS TO THE TOWN CHARTER, PURSUANT TO SECTION 166.031, FLORIDA STATUTES, FOLLOWING TOWN COMMISSION REVIEW AND CONSIDERATION OF CHARTER AMENDMENTS RECOMMENDED BY THE CHARTER REVIEW BOARD IN ACCORDANCE WITH SECTION 2.7 OF THE TOWN CHARTER; SUBMITTING PROPOSED CHARTER AMENDMENTS CONCERNING AMENDMENT OF SECTION 5.3 "TOWN MANAGER-APPOINTMENT, QUALIFICATIONS AND COMPENSATION," SECTION 6.2 "VICE MAYOR AND ACTING MAYOR PRO-TEM," SECTION 6.3 "QUALIFICATIONS OF MEMBERS OF TOWN COMMISSION," SECTION 6.6 "FORFEITURE OF OFFICE," SECTION 6.7 "FORFEITURE HEARING AND PROCESS," AND CREATION OF SECTION 6.10 "VACANCY IN CANDIDACY FOR MAYOR-COMMISSIONER OR COMMISSIONER;" CALLING A SPECIAL ELECTION ON THE PROPOSED CHARTER AMENDMENTS TO BE HELD ON TUESDAY, THE 11TH DAY OF MARCH 2014, IN CONJUNCTION WITH THE GENERAL ELECTION BEING HELD ON SAID DATE; PROVIDING FOR VOTING AT THE POLLS; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR INCLUSION IN THE CHARTER, SEVERABILITY AND FOR AN EFFECTIVE DATE.

33 **WHEREAS**, pursuant to Section 2.7 of the Town Charter, the Charter Review Board has
34 determined that certain revisions are needed to the Town Charter and has submitted its
35 recommendation of proposed amendments to the Town Charter to the Town Commission; and

36 **WHEREAS**, pursuant to Section 2.7 of the Town Charter and Section 166.031, Florida
37 Statutes, the Town Commission has considered the recommendation of the Charter Review
38 Board and has determined, at the Town Commission's discretion, to submit to the electors of the

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

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

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

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

49 * * *

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

52
53 * * *

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

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

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

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

72 * * *

73
74 **ARTICLE VI. – ELECTIONS**
75

76 * * *

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

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

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

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

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

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

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

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

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

106
107

* * *

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

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

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

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

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

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

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

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

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

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

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

* * *

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

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

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

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

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

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

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

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

* * *

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

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

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

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

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

YES []

NO []

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

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

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

YES []

218
219 NO []
220
221

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

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

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

234 YES []
235

236 NO []
237
238

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

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

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

253 YES []
254

255 NO []
256
257

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

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

265
266 Shall the Charter be amended to clarify the due process
267 requirements for such hearings, and to allow the Commission to
268 consider lesser penalties (censure and a letter of instruction) for
269 violation of any standard of conduct or code of ethics established
270 by law and for incapacity for three or more months?

271
272 YES []

273
274 NO []

275
276
277 (6) CREATE PROCEDURES FOR VACANCIES IN
278 CANDIDACY FOR TOWN ELECTED OFFICE

279
280 Section 166.031(6), Florida Statutes, requires that local
281 governments create a procedure to address vacancies in candidacy
282 before an election.

283
284 Shall the Charter be amended to add procedures related to
285 candidate vacancies including procedures for withdrawal,
286 supplemental qualifying periods, treatment of remaining
287 candidates, and effects of death, withdrawal or removal of
288 candidates?

289
290 YES []

291
292 NO []

293
294 **Section 5. Vote at Polls.** Balloting shall be conducted between the hours of 7 A.M. and

295 7 P.M. on the date of the election, and early and absentee balloting shall also be permitted as
296 provided in conjunction with the general election. Polling places shall be those polling places
297 provided for the general election for the electors of the Town, pursuant to applicable laws. All
298 qualified Town electors who are timely registered in accordance with law shall be entitled to
299 vote. The Town Clerk is authorized to obtain any necessary election administration services

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

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

"NOTICE OF SPECIAL ELECTION

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

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

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

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

YES []

NO []

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

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

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

YES []

NO []

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

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

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

374 YES []

375
376 NO []

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

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

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

393 YES []

394
395 NO []

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

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

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

412 YES []

413
414 NO []

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

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

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

YES []

NO []

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

Town Clerk

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

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

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

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

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

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

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

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


Mayor Roseann Minnet

Mayor Minnet

First Reading



Second Reading



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

Aye
Aye
Aye
Aye

Aye
Aye
Aye
Aye

482
483 Attest:

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

488
489 Approved as to form:

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

CERTIFICATION

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

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

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

Charter Amendments That Passed:

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

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

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

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

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

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

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

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

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

No later than ~~On~~ the second regularly scheduled Town Commission meeting to occur ~~Tuesday~~ following each regular election, one (1) member of the Town Commission may be designated, by resolution, as Vice Mayor to preside in the absence of the Mayor-Commissioner. . . .

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

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

Charter Amendments That Failed:

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

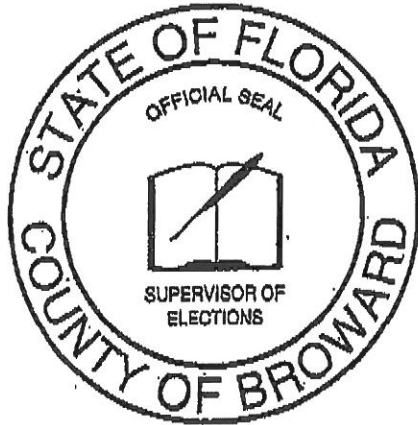
The Charter currently prohibits a Mayor-Commissioner from running for Town Commissioner immediately following three consecutive terms of service as Mayor-Commissioner.

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

(5) AMEND PROCEDURES AND PENALTIES APPLICABLE TO ALLEGED COMMISSIONER VIOLATIONS

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

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



DR. BRENDA C. SNIPES

SUPERVISOR OF ELECTIONS

BROWARD COUNTY

BROWARD COUNTY GOVERNMENTAL CENTER

FORT LAUDERDALE, FLORIDA 33301

Phone: (954) 712-1950

Fax: (954) 357-7070

VOTE WITH CONFIDENCE

FAX TRANSMISSION COVER SHEET

TO: Municipal Clerks FAX#: _____

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

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

COMMENTS: _____

FOR TRANSMISSION PROBLEMS PLEASE CALL (954) 712-1950

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

SUMMARY REPT-GROUP DETAIL

MUNICIPAL GENERAL
BROWARD COUNTY, FLORIDA
MARCH 11, 2014

LAUDERDALE BY THE SEA

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

REPORT-EL45A PAGE 001

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

COUNTY JUDGE

COUNTY COMMISSIONER

SUPERVISOR OF ELECTIONS

TOWN OF LAUDERDALE-BY-THE-SEA

TOWN COMMISSION

SPECIAL COMMISSION MEETING

MINUTES

Jarvis Hall

4505 Ocean Drive

Monday, June 10, 2013

6:30 P.M.

1. CALL TO ORDER, MAYOR ROSEANN MINNET

Mayor Roseann Minnet called the meeting to order at 6:30 p.m. Also present were Vice Mayor Scot Sasser, Commissioner Mark Brown, Commissioner Stuart Dodd, Commissioner Chris Vincent, Town Attorney Susan L. Trevarthen, Town Manager Connie Hoffmann, Assistant Town Manager Bud Bentley, Finance Director Tony Bryan, Municipal Services Director Don Prince and Town Clerk Vanessa Castillo.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Minnet recognized and thanked the members of the Charter Review Board (CRB) for the time, dedication and effort that they invested in their assigned task, as these were not easy subjects; they required lengthy thought, discussions and decisions. At the end of the day, the aim was to make the Town a better place.

3. PUBLIC COMMENTS

Mayor Minnet opened the meeting for public comment.

Laurence Campbell presented copies of a prepared statement to the Town Commission and read portions of the statement into the record, noting that he was intimately involved in passing the original amendments in 2006. He said that the last page of the statement showed his recommended positions on the 17 CRB recommendations, some of which he agreed with.

Birute Ann Clotey thanked the CRB for their work in the Charter Review process, stating it appeared some Board members thought that their job was to undo some of the past referendums, hence the end result reflected in some CRB recommendations. Some of the proposed recommendations appeared to take the power away from residents and convey to the Town Commission, and that potentially exposed the Commission to undue pressure by developers.

Mark Furth, Chairperson for the Citizens Initiative Committee (CIC), stated the consensus of the CIC was that there was no resident support for the height, zone or

term limits changes the CRB recommended. He elaborated on reasons that he felt the Commission should leave such issues unchanged in the Charter, suggesting they focus on approving the noncontroversial items.

Cristie Furth thanked the CRB for listening to the concerns that were voiced by members of the public at its meetings, adding that the CRB could not come to a consensus on maximizing height limits and transferring zoning powers to the Commission. She disagreed that placing such items on a referendum allowed voters to decide, as the Commission's forwarding the items for a referendum created an impression of support of those items and influenced the public. She read into the record her statement of objections to changes to the Charter as put forth by the CRB, urging the Commission to encourage Town beautification and increased pedestrian activity.

Eric Yankwitt thought it was premature for the Commission to make any decision on the CRB's recommended changes without the results of the marketing survey. The opportunity to take away from residents the ability to change such matters through referendum violated the separation of powers to some degree.

With no one else wishing to speak, Mayor Minnet closed the public comments.

4. CHARTER REVIEW BOARD RECOMMENDATIONS

Vice Mayor Sasser indicated the changes under sections 6.3 and 7.1 appeared to be the most contested of the proposed changes and, were they to go on a ballot, they should do so alone. He preferred to consider those first, as it might affect how he voted on other issues, specifically for items 6.3(2), 6.3(6), and all the 7.1 issues.

Mayor Minnet asked Town Attorney Trevarthen to address the residents' expressed concerns, such as those related to the overlay districts, and whether or not the claims made were included in any of the CRB's recommended Charter changes. These included comments by the public related to "overlay districts", "undoing" past amendments, "unfair", etc. She asked if the Town Attorney thought that there had been any pressure felt by members of the CRB to recommend any of the changes shown in the backup.

Town Attorney Trevarthen answered no. She noted many of the residents present attended the CRB meetings and had firsthand knowledge of those discussions, but that there were some residents present who had not, so she hoped her explanations would achieve a common understanding. She explained The Town's Charter required a Charter Review every 12 years, similar to other cities, some of the issues mentioned in the public comments were topics of CRB conversation, but not all were brought forward to the Commission. On the matter of changes to section 7.1, the CRB looked at the current Charter's prohibitions on Town Commission power, and they felt the present and specific Charter provisions went beyond the background law. She noted that the Charter stated that the Town Commission had no right to create zoning districts, change the uses allowed in those zoning districts, or to change the height limits in the zoning

Town Commission Special Meeting Minutes
June 10, 2013

districts. Town Attorney Trevarthen stated that after several months of deliberation on the powers issues, including considering what the Commission might use those powers to do, the CRB recommended no changes, so that matter was not before the Commission.

However, she noted, there was a specific CRB change that was before the Town Commission that was related to a comment by a member of the public about the Town Commission not having the power to alter the Charter or to grant variances from the Charter. She indicated the reason the CRB recommended the removal of these statements about the Commission not amending the Charter was that they were true as a matter of law, regardless of whether they were stated in the Charter or not. Thus, they were recommended to be removed as redundant provisions, since they were listed four or five times throughout the Charter, and were felt by some to impede the legibility and ability to follow that section of the Charter.

Town Attorney Trevarthen clarified that the CRB concluded its work after a little over a year, and the end result was to bring forward recommendations; the decision to approve or disregard them was totally at the Town Commission's discretion. Where the Town Commission decided to move a CRB recommendation forward, the next step would be to draft ordinances, and there were specific procedural requirements on how to proceed. She emphasized that the only way changes to the Charter could take effect was if the voters voted them into existence, so any ordinance that supported CRB recommendations was subject to at least two readings and, if approved, it would be placed on the ballot.

On the issue of overlays, the Town Attorney indicated that Mr. Campbell was referring specifically to pages 10 to 11 of the analysis document of the plain English version of the Charter on section 7.1. She said the statement was in the current Charter, and it was not 100 percent clear if that ban on creating new categories of zoning included overlay districts. As the plain English version merely spoke about zoning districts, if there was a desire to clearly state that included overlay districts, the language could be included. The CRB neither questioned nor discussed that issue.

Mayor Minnet asked the Commissioners if they wished to make an opening statement.

Commissioner Brown inquired if there was any time limitation for the Town Commission to act on the CRB's recommendations.

Town Attorney Trevarthen answered no; the Charter Review requirement had been met, and the Commission could choose to do nothing further.

Commissioner Brown questioned if, at the present time, there were differences between the Town Charter and the Town Code when it came to the Town's height limits.

Town Attorney Trevarthen replied that there were and that it was important for people to understand this in the present conversation. It had been a frequent point of confusion

Town Commission Special Meeting Minutes
June 10, 2013

among members of the public and the CRB, as well as Town staff at various times, but there were differences between Charter height limits and Town code height limits. She mentioned an example of one of the zoning districts that was most frequently discussed was the RM25 zoning district that was mapped along El Mar Drive in the eastern side of the Town. At present, Charter height limits were determined by time; that is, if a building existed prior March 2006, there was a 44-foot height limit, and if it came into existence later, then the building was subject to a 33-foot height limit. She explained that the zoned height limit in the RM25 district was 33 feet regardless of time. Due to the limitations on Town Commission power, the only way to change that zoned height limit of 33 feet would be by a separate vote of the people.

Commissioner Brown asked if the plain English version of the Charter put forth for approval by the CRB would in any way unify the Town Charter and the Town Code when it came to the differences in each as to height limits.

Town Attorney Trevarthen answered no, the plain English version was not designed to accomplish unification of the two. When the CRB first decided to tackle Article VII, in an effort to simplify the language, she was charged by the CRB to bring them a translation. To the best of her ability, the plain English version was worded to preserve the current Charter in a way that made it easier to understand.

Commissioner Brown expressed disappointment in the way the Charter Review process unfolded, though this disappointment was not directed at the CRB, as they worked very hard and held numerous hearings that always included public input. He had high hopes going into the Charter Review process that good things would be accomplished based upon the cooperation and support from the Town residents over the past year for the renovation projects along Commercial. The hope had been for the same type of cooperation to be extended to the CRB, but this had not happened. It was a shame that the public could not support the CRB, as there were problems in the Charter that needed to be fixed. Commissioner Brown mentioned the misinformation that was spread around the Town about the CRB, some of which residents at the present meeting continued to voice, and he received examples of the misinformation via email in recent days. For example, one of the questions asked of him was why the CRB was recommending increases in the height limits, which they had not. The same misunderstanding applied to the public's questions on what they thought the CRB was recommending for term limits and giving zoning power back to the Commission. He said this was all make believe, and putting all that false information out into the community poisoned the "well" as, in the Town, perception was reality. There seemed to be no reason to put any issues up for referendum in 2014, as the situation lacked a serious demonstration of public support for any of the changes recommended by the CRB. Given the fact that there was no sense of urgency for the Commission to approve any of the CRB's recommendations, he was inclined to defer any decisions to a day when a fair and honest discussion about the Charter could be held in the Town. He might be willing to support some of the lesser changes, but he was more inclined to approve none of the changes.

Town Commission Special Meeting Minutes
June 10, 2013

Commissioner Vincent mentioned attending the last CRB meeting, at which he expressed his gratitude to the CRB members for their work on the Charter review. The CRB was put together by the Commission to define/examine certain issues in the Charter that might require a cleanup via minor changes for clarification, etc. He believed the CRB accomplished that task, noting those individuals who served on the CRB were Town residents chosen through a fair selection process.

Commissioner Dodd echoed appreciation to the CRB for their hard work and diligence, studying the intricacies of the Charter and making recommendations accordingly. He was very disappointed that the CRB was subjected to so much pressure from an organization whose aim appeared to be to stop progress and not to consider certain issues as either relevant or in need of tweaking. A number of persons approached him, asking what were the problems with the heights and term limits, and why the Commission sought to raise building heights, though he never heard any member of the Town Commission voice such a desire. When inquiring residents were given the true explanation and history as to why the Town was faced with a problem, they were unable to understand the irrational fears expressed by a select minority and their seeming opposition to any changes to the Charter. He stated if there were trust issues in the past, he was disappointed that the organization failed to reach out to the Commission or examine the achievements over the last four years before issuing the rallying calls to arms. A unified Town was important and the current situation did not set a good example for anyone thinking about volunteering to serve on Town boards.

Vice Mayor Sasser restated commendations to the CRB for the difficult task they embarked upon in the Charter review process. His reason for requesting that certain changes be taken first in the discussion was due to his belief that there had been significant work done by the CRB that could be completed at the present meeting, as there were a number of recommendations he was prepared to put forward to a referendum. When he ran for office four years prior, height limits were a top priority for everyone, and he realized no one supported raising height limits, so he gave his word that, if he were elected, he would not support raising height limits. He felt it was important for the Commission not to consider issues surrounding height limits at present, due to the controversy surrounding the CRB over the past year. Section 6.3, the Mayor/Commissioner running for Town Commissioner, and the ensuing item that went with it were also very controversial, and they needed further discussion to clarify the reasons they should be changed. Vice Mayor Sasser felt optimistic that if the Town took the right approach and earned one another's trust over time, it was possible to later consider issues that needed to be addressed to ensure that the Town remained a low-rise community as desired, while meeting the demands of change. He thought that neither sections 6.3 nor 7.1 belonged on the ballot with the other changes he supported, as he preferred that the items going to a referendum were changes that the majority of the Town could comfortably support.

Mayor Minnet thought the members of the Commission summed things up very well and thanked the CRB for all their work. She went on to open the discussion, as requested by Vice Mayor Sasser, on sections 6.3(2) and 6.3(6).

Vice Mayor Sasser sought clarification on 6.3(6) that stated: create maximum consecutive term limit of two Commission terms and three Mayoral terms, which he thought went along with section 6.3(2) that sought to allow future Mayor/Commissioners to run for Town Commissioner without a two-year break in service.

Town Attorney Trevarthen affirmed they were tied together, explaining that she interpreted the current Charter to mean that the Mayor/Commissioner could not qualify to run for election as a Commissioner immediately following service as Mayor. The CRB, by a 6-1 vote, recommended that this be changed, so that a Mayor/Commissioner had the same rights as a Commissioner; that is, he/she could run for Commissioner immediately after serving as Mayor. Under the present Charter, a Commissioner could run for Mayor/Commissioner immediately after serving as a Commissioner. It was the recommendation of the CRB that three Mayoral terms plus two Commission terms was sufficient, and at that point, a two-year break in service was needed.

Vice Mayor Sasser restated his objections to putting 6.3(2) and 6.3(6) on the ballot.

Commissioner Brown felt it was unfair for a Commissioner to be able to serve two terms on the Commission and immediately run for Mayor, yet the Mayor could not serve three terms as Mayor and then immediately run for Commissioner. But there appeared to be no public support for the recommended changes, and he had no desire to see a ballot with controversial issues, so he concurred with the views of Vice Mayor Sasser.

Commissioner Dodd commented the recommended change benefited no one presently in office, noting no one thought anyone would run for Mayor without having served as a Commissioner. As all members of the Town Commission were equal, it was only fair that any candidate wishing to serve on the Commission could run for any office up to a maximum of 14 years without a break. He stated the last eligible election should be the one that allowed the member of the Commission to reach the 14 years without exceeding that limit. He believed if it were presented in the correct form that anyone would understand the original intention regarding setting term limits.

Vice Mayor Sasser emphasized that, regardless of the outcome of the subject issue, the current Mayor would not be affected. Thus, Mayor Minnet would be voting her conscience and not her seat.

Commissioner Vincent stated he had heard no public opposition to the subject issue and he received some positive feedback, so supported the recommended changes. When the subject matter was first raised that a Mayor could run for four years, he was vehemently against it, as he felt that it was important to have an opportunity to pull a majority by the voters every two years.

Mayor Minnet quoted from Mr. Campbell's statement that he distributed to the Commission, as she felt it summed up the two items very well. Specifically, she agreed that the proposed changes righted an inequity and allowed for three seats to be voted

on every two years. She recalled when she served on the CRB, this issue was debated, and she recommended the Town maintain elections every two years, and that the Mayor's position remain at two years, so the majority of the Commission was voted on every two years. Mr. Campbell's comment that the change would not violate the existing Charter was significant, as it was all about parity. She supported moving forward with these CRB recommendations.

Commissioner Dodd made a motion to approve section 6.3(2) to allow Mayor/Commissioners to run for Town Commission without a two year break in service, as well as section 6.3(6) to create a maximum consecutive term limit of two Commission terms and three Mayoral terms. The motion was seconded by Commissioner Vincent. The motion carried 3-2. Vice Mayor Sasser and Commissioner Brown voted no.

Commissioner Dodd emphasized that, with the approval of the CRB recommendations and the drafting of the ordinances, the public would have at least two opportunities at the first and second reading to voice their views to the Commission. It was a very democratic process that could prevent the ordinances from passing.

Mayor Minnet reiterated the outcome on these items would not affect her, noting some of the letters she received and some the comments emailed to her were disheartening, but that was evidence of how passionate the Town was and why she loved it. She moved the discussion onto the issue of height limits contained under section 7.1.

Vice Mayor Sasser stated his hope that the Town would choose a longer process, as he felt very strongly that the matter should not be included on the March 2014 ballot. The Town was presently very busy with various capital improvement projects, and it was important that they be done correctly and they needed everyone's full attention. He said the issue of height limits would remain a controversial issue.

Commissioner Brown was unsure what it was that Vice Mayor Sasser did not wish placed on the ballot, as 7.1(1) recommended all options for change considered by the CRB to be sent to the Town Commission. He sought clarification that if it was the Vice Mayor's suggestion that the Commission should not review any of the CRB options as stated in the backup.

Vice Mayor Sasser concurred, stating one recommendation was to send all the options to the Commission for discussion, so that item could not go on the ballot. However, referring specifically to 7.1, 7.1(1), 7.1(1)(d), 7.1(1)(f), 7.1(2)(b)-(d), 7.1(3)(b)(VIII to IX), should not be put forward in any form on the March 2014 ballot. He indicated they were all related to the height limit issue that many were strongly protesting, and so they should be dealt with at a later time.

Commissioner Brown concurred.

Commissioner Dodd stated his agreement with the statements made in Mark Furth's commentary on height limits and the resulting "big box". He continued to look for an answer as to why 44 feet did not turn out to be 44 feet, and he had been fighting for a long time to maintain the 44-foot height limit, and to go back to the original setbacks, so it would be possible to have views of the ocean. It was still a puzzle as to why Minto was built with a gazebo blocking the side corridor that was supposed to give a view of the ocean. He understood that, in view of such results, there had been a loss in trust by members of the public. He recalled being one of the first during public comments to suggest tearing Oriana down because it was too big and too close to the road. Commissioner Dodd believed there was a problem, and if the videos of most meetings in 2009 were viewed, it would be abundantly clear that everyone on the dais, including the Town Attorney, believed the height limit on beach front property on El Mar Drive was 44 feet. That is, it was three over one, so the bottom floor could be washed out, and this was believed to be due to the flood regulations. He said the state had now lowered the height limit by saying the flood regulations were no longer needed, so the height limit on the ocean front was now 33 feet. It was a question of perception, where the belief was either that if the Commission moved the subject changes forward, the aim was to raise the height limit, or it was believed that the aim was to put the height limit back to where it was agreed on by the voters in 2006, that three over one was an acceptable height limit. Commissioner Dodd stated what went wrong with the overlay districts was the setbacks, the density, using the beach area to calculate the density of the building, and the amount of land that was given away. He did not feel that it was a question of raising height limits, which was what was being told to the public, making it politically unacceptable for the Commission to move forward in its attempt to rectify the problem created by the state changing the flood regulations. This was not the time to go forward with the issue, and he supported postponing it for a finite period, perhaps revisiting it in five years.

Commissioner Vincent recommended the Commission not move forward with the changes recommended under section 7.1, as the level of controversy, confusion and opposition revealed the Town was not ready to tackle this matter.

Mayor Minnet thought it at a wise choice not to move 7.1 forward, though she was unsure a time limit should be put as to when next to revisit the matter. It was better to state that the Commission preferred to take no action on any of the 7.1 items at present.

Commissioner Dodd made a motion not to consider any of the CRB's recommended changes under section 7.1 for the present. The motion was seconded by Vice Mayor Sasser. The motion passed 5-0.

Mayor Minnet moved the discussion to the CRB recommendations under section 5.2: Remove the language that called for the Mayor to vote last on a roll call vote, which the CRB approved with a vote of 4-3. She asked the Commission if they wished to move the item forward.

Town Commission Special Meeting Minutes
June 10, 2013

Commissioner Dodd was happy either way, as he liked the electronic voting. He supported taking the language out of the Charter, as it was better for members of the Commission to stop, think and press the button to vote their opinion.

Vice Mayor Sasser supported leaving the language as is. After speaking with the Town Attorney, he learned that leaving the language in the Charter did not prevent the Commission from utilizing the electronic voting system. At the last Commission meeting when the electronic voting system failed, the Mayor voted last and everything went smoothly.

Commissioner Vincent stated he was comfortable leaving the language in.

Commissioner Brown remarked if he heard public support for the subject change over the next few meetings, he could approve putting it on the ballot, though he was not inclined to put small changes to a referendum unless they accompanied bigger change(s). This was a very low priority issue.

Mayor Minnet asked for and received no motion to move forward with the recommended change to section 5.2 of the Town Charter. The next item was section 5.3: Provide alternative standards for the Town Manager qualifications, for which there was a unanimous recommendation of approval by the CRB.

Commissioner Dodd asked what action could be taken or what penalty could be imposed if the Town Commission selected a candidate for Town Manager who was not qualified according to the Charter's language.

Town Attorney Trevarthen recalled giving the Town Commission the opinion that the present Town Manager's qualifications satisfied the Town Charter, the difference being between a public policy degree and a political science degree. There might be situations where there was a greater deviation from the listed standards, and the recommended language would remove the need to question it. The CRB felt that it was not helpful in the hiring process to debate whether a person met the qualifications, as a candidate might appear amply qualified in the eyes of the Commission.

Commissioner Vincent believed that the CRB wished to allow future Commissions the flexibility to make the correct decision. He supported the item moving to a referendum.

Commissioner Brown reiterated if over the course of the various public hearings he heard support for the subject change, he would support moving forward to a referendum. At present, he had yet to hear any such support from the public other than Mr. Campbell and, until that time, he did not support moving forward at present. This would be his response for the rest of the items the Commission would be voting on.

Vice Mayor Sasser made a motion to move section 5.3 to a referendum item. The motion was seconded by Commissioner Dodd. The motion passed 4-1. Commissioner Brown voted no.

Mayor Minnet pointed out the next items were in reference to the residential electoral districts, 6.1(2): The recommendation from the CRB was unanimous to preserve electoral seats in the absence of electoral districts.

Town Attorney Trevarthen noted the Mayor skipped over a recommendation: the removal of the requirement for residential electoral districts. At present, some candidates had to run from the north, while others ran from the south. The recommendation of the CRB was to remove that requirement.

Mayor Minnet received no Commission consensus on 6.1(2). Though she understood Commissioner Brown's stated position, she stated the CRB was charged with reviewing and amending the Town Charter, and nine of their recommendations were unanimous and aimed at improving the Town.

Commissioner Brown concurred with Mayor Minnet in principle, stating he felt bad that he was voting "no" on some the CRB recommendations, as he supported some of them. He was willing to put them to a referendum, but he wanted to see more public support to justify placing them on the March 2014 ballot.

Mayor Minnet felt Commissioner Brown had received positive feedback, as the CRB was comprised of residents who studied the Charter and made their recommendations, and all their meetings allowed public input. It was sad that the Town Commission appeared not to be listening to the CRB because some decisions were not easy.

Commissioner Dodd supported the recommended change to 6.1(2-7), as the CRB held lengthy debates, and it was time to recognize that this was one Town, regardless of where one lived, and members of the Commission were representatives of the people.

Commissioner Dodd made a motion to approve the recommended changes to 6.1(2-7) and 3.3, removing the residential electoral districts. The motion died due to lack of a second.

Vice Chairperson Sasser inquired, since 6.1(2-7) died for lack of a second, if this immediately disqualified 6.1(2).

Town Attorney Trevarthen responded it made 6.1(2) moot. However, 6.1(5) was the fallback unanimous recommendation of the CRB that, in the event the Commission preserved the residential electoral districts, the Commission should remove the university study and adopt the current district boundaries into the Charter.

Vice Chairperson Sasser asked, as the Commission chose to preserve the residential electoral districts, if the removal of the required university study were approved, would this prevent the Town from having another study done at a later time? As times changed, including demographic changes, etc., there might come a time when the Town wished to do a study, such as east versus west.

Town Attorney Trevarthen stated that the Commission's removal of the requirement for a university study would not preclude the Town from doing studies in the future. However, the Commission might wish to consider not putting the current districts in the Charter, as it would require a referendum to change them at a future date if desired.

Vice Chairperson Sasser remarked he was not in favor of moving forward with the subject recommendation, as it would limit the flexibility to take such action in the future.

Commissioner Vincent understood the university study involved taking into account population changes to ensure there was an equitable balance among the districts.

Town Attorney Trevarthen replied the current Charter contained demanding language with regard to the university study and the standard that had to be met. The origin of that standard did not relate to the Town's situation: rather it was the standard that applied when there were single-member districts. When there were single-member districts in a government, the people living in a district voted only for the commissioner of that district. She believed that in that setting, this type of study, this type of rigor, was absolutely essential or the whole system of voting could be stricken by the courts. This was not the Town's situation, as the Town had voting at-large where everyone voted for all candidates, and candidates running for Commission seats, not Mayor, were only required to reside in one of the two districts. The subject issue arose at the time of the recent Decennial Census, and when Phase I of the university study came forward, it showed some significant population changes due to annexations.. At that time, she advised the Commission she felt this standard was unnecessary because the Town did not engage in at-large voting, and that issue was also discussed by the CRB.

Commissioner Vincent concurred with not moving forward the item.

Commissioner Dodd noted the Town abided by the present requirement to do a study and wondered if there would be a future requirement to do a further study, since the Town elected to do nothing when the Commission ignored the results of the last study. The question was whether the debate was about something that might cost more to remove it from the Charter in terms of ordinances and legal fees, or to do nothing if there was no future requirement that the Town do a study. He questioned if it was stated in the Charter when a study had to be done.

Town Attorney Trevarthen commented the Charter's language spoke about first doing it in 2004 and then again in 2012, but it had no other future dates; this was an interesting point that had not come up in the CRB discussions. As a lawyer, it was not good to have obsolete language lying around, but she understood the Town was balancing many concerns beyond these.

Mayor Minnet thought it sounded as though the subject items were moot points.

Commissioner Dodd remarked it sounded as if the Commission preferred to leave it.

No action was taken on the CRB recommendation to eliminate the requirement of the university study and amend the standard for establishing the residential electoral districts in Section 6.1(5)

Mayor Minnet stated the next item was section 6.6 - 6.7, that allowed the Commission to consider penalties other than forfeiture of office for the violation of a standard of conduct or code of ethics established by law or incapacity. It required that due process be provided in hearings under section 6.7. This was a unanimous CRB recommendation.

Town Attorney Trevarthen briefly reviewed the CRB recommended changes to sections 6.6 and 6.7. She noted that this dealt with what happened if a Commissioner either became incapable of performing his/her duties or committed certain acts that suggested they were no longer fit for service. The grounds were listed in the Charter, and a hearing was held before the remaining members of the Commission. The Commission acted as a judge of its own membership as to whether there was a violation and/or if something should be done. Presently, those provisions in the Charter had only one potential consequence -- forfeiture of office. Of the events that could trigger such a hearing included activities such as committing a felony, incapacity for a certain number of consecutive meetings, for example, due to illness. The second issue the CRB singled out was the provision that said, "... violates any legally required standard of conduct or code of ethics." She said the CRB felt it was appropriate to consider lesser penalties, as minor violations could result in a very disproportionate outcome (forfeiture). The CRB's proposal was that, if the basis for a forfeiture hearing was triggered, the Commission should have more options, including a letter of instruction or reprimand to the Commissioner, as lesser penalties than losing one's office. Some of the proposed changes stemmed from the concern that the forfeiture hearing before the remaining members of the Town Commission should be handled appropriately with all due process rights being provided to the Commissioner at issue. The Commissioner should be allowed to present evidence in his/her defense. These were all part of the changes to sections 6.6 and 6.7.

Commissioner Brown liked the subject recommendation, noting he asked the CRB to put the matter on their agenda. The County's Ethics Code had a zero tolerance with regard to accepting free items, such as a bottle of water, and if a Commissioner were to accept a bottle of water, under the current Charter, that presented grounds for removal from office. He doubted this was the intent of the Charter's language.

Vice Mayor Sasser remarked the need for due process stuck out with him, making this was a good ballot item. He asked why the subject changes might be important; did the County Ethics Code provide no due process.

Town Attorney Trevarthen responded the County Ethics Code was certainly not within the control of the Town Commission. There was an Inspector General (IG) with wide ranging powers to launch an inquiry, not only under the County Code of Ethics, but also any applicable ethics regulation to launch an inquiry. She mentioned that there were some expressed concerns as to whether that process had the full range of due process

Town Commission Special Meeting Minutes
June 10, 2013

that many Commissioners wished to see. The Town had no power to affect the process provided by the Inspector General's work; the Town only had the power to look at the hearings created under the Town Charter and specify how they were handled.

Vice Mayor Sasser questioned if under the County Code of Ethics, a decision of guilt could be imposed without the Commissioner allegedly at fault being allowed to properly defend himself/herself. This IG decision could then trigger their removal from office, when the Commission might not desire such action.

Town Attorney Trevarthen replied that issue could come up through an IG proceeding. The CRB's recommended change would give the Commission another option other than forfeiture of office.

Vice Mayor Sasser supported the subject item, as it just made sense, knowing that there was no proper due process provided in the County Code of Ethics.

Commissioner Vincent asked when would the Commission be able to move forward with due process on any type of ethics violation, wondering if there was ever a time when the Town had to discuss the matter with the IG first. He questioned where it all started and stopped, as far as who had protocol.

Town Attorney Trevarthen believed that the easiest way to think about the matter was as concurrent jurisdiction. The question presupposed that everything happened in a linear way, but it was not the case, as all the entities had their own sphere of jurisdiction over which they exercised control. The Town could do nothing about the state's Ethics Commission decisions or the County IG's actions or the County's Ethics Code, as these dictates were imposed on the Town from above. Here, the Town was proposing to amend the procedures required by the Charter that could be triggered by a finding under the State or County law. She noted, though it was not stated, the Governor, the Ethics Commission, the IG and all other ethics regulatory regimes had proportionate penalties of a wide variety, including a letter of reprimand, a letter of instruction, a fine, etc. Only the most severe infraction led to the removal from office. She commented the action advocated by the CRB's recommendation was in the spirit of what existed in other ethics regulatory schemes, and it allowed the Town Commission to choose the right penalty for the offense.

Commissioner Dodd felt immediate forfeiture without due process was too harsh, as in many instances an elected official might not be aware that someone that they were speaking with was a lobbyist, for example.. The punishment should fit the crime, and he fully supported putting the subject recommendation forward for a referendum.

Commissioner Dodd made a motion to approve moving forward CRB recommendations under sections 6.6 and 6.7. The motion was seconded by Commissioner Vincent. The motion passed 4-1. Commissioner Brown voted no.

Mayor Minnet noted she skipped an item, section 6.2, changing the time of designating the Vice Mayor after an election, which was unanimously recommended by the CRB.

Commissioner Dodd made a motion to approve moving forward with the CRB recommendation under section 6.2. The motion was seconded by Vice Mayor Sasser. The motion passed 4-1. Commissioner Brown voted no.

Mayor Minnet stated the next recommended change to the Charter was under section 6.10 that dealt with creating a procedure for vacancies and in candidacy. The CRB unanimously approved the proposed recommendation.

Commissioner Dodd made a motion to approve moving forward with the CRB recommendation under section 6.10. The motion was seconded by Vice Mayor Sasser. The motion passed 4-1. Commissioner Brown voted no.

Mayor Minnet indicated the next recommended CRB change was to section 6.11, specifying that the Town's elected officials served part-time and their ability to engage in outside employment and charitable fundraising would be controlled by state law, not the County Code of Ethics.

Town Attorney Trevarthen reviewed the details of this recommendation, noting there were four cities in Broward County to date that took action on the applicability of the Broward County Code of Ethics to their elected officials. Specifically, the municipalities were: Sea Ranch Lakes, Pompano Beach, Hillsboro Beach and Wilton Manors. They asked the voters whether their charters should be changed so the regulation disclosures and limitations of elected officials' outside employment follow state law and not the new County Code of Ethics. She said, in each of those cities, those ballot questions passed, and were now part of their charters. Other Broward municipalities, including the Town, were subject to the Broward County Code of Ethics that had additional restrictions on the type of employment in which elected officials could engage in and the type of disclosures that were necessary. The CRB examined the situation and recommended the Town Commission proceed with their suggested change. Town Attorney Trevarthen added one of the four cities, Hillsboro Beach also asked their voters whether their elected officials could opt out of the County law as it affected charitable fundraising activities, which the County Code of Ethics required to be reported, and that change passed. She noted both versions were offered to the CRB, and they recommended the Commission consider the Hillsboro Beach version with both changes; all other dictates of the County's Code of Ethics would remain in effect for the Town.

Mayor Minnet questioned if the IG gave any indication that the County would in any way pursue the four above-mentioned cities for opting out of these particular regulations.

Town Attorney Trevarthen responded that when the first three cities took this action, the County discussed challenging them and, after several months of discussions, they decided not to act.

Mayor Minnet noted there appeared to be no Town Commission support for this recommendation, so the proposed CRB change to Section 6.11 would be disregarded. She sought clarification on the next step in the procedure.

Town Attorney Trevarthen summarized the proceedings of the CRB's recommended changes to the Charter and the Commission's decision on whether to move those recommendations forward to a referendum:

- Section 5.3 - approved by the Commission by a vote of 4-1
- Section 6.2 - approved by the Commission by a vote of 4-1
- Sections 6.3(2) and 6.3(6) - approved by the Commission by a vote of 3-2
- Sections 6.6 and 6.7 - approved by the Commission by a vote of 4-1
- Section 6.10 - approved by a the Commission by a vote of 4-1

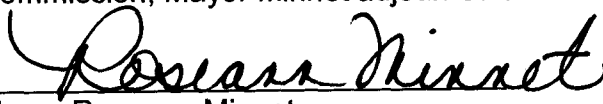
Town Attorney Trevarthen said the next step would be to bring these matters back to the Town Commission in the form of an ordinance. This ordinance would show what the changes would like in terms of putting it on the ballot. This process would take some time, as they had to devise ballot questions that appropriately presented the recommended changes. Then the ordinance would go to first and second reading. She noted the process needed to be complete by mid to late fall in order to make the deadline set by the Supervisor of Elections to make it onto the March 2014 ballot.

Town Manager Hoffmann said that the deadline was January 9, 2014, but the ordinances had to be adopted by December.

Town Clerk Castillo confirmed the ordinances had to be adopted by the Town Commission's last meeting in December 2013.

5. ADJOURNMENT

Commissioner Dodd made a motion to adjourn. With no further business before the Commission, Mayor Minnet adjourned the meeting at 8:45 p.m.


Mayor Roseann Minnet

ATTEST:


Town Clerk Vanessa Castillo


Date

EXHIBIT 1

SUMMARY OF LBTS CHARTER REVIEW BOARD RECOMMENDATIONS	
Recommended Change	Vote
Section 5.2: Remove Mayor voting last on a roll call vote	4-3 (5/7/13)
Section 5.3: Provide alternative standard for Town Manager qualifications	Unanimous (5/7/13)
Sections 6.1(2)-(7) and 3.3: Remove residential electoral districts	5-1 (1/9/13)
Section 6.1(2): Preserve electoral seats in the absence of electoral districts	Unanimous (1/9/13)
Section 6.1(5): If Commission preserves residential electoral districts, remove requirement for university study and adopt current districts in the Charter	Unanimous (1/9/13)
Section 6.2: Change time of designating the Vice-Mayor	Unanimous (1/9/13)
Section 6.3(2): Allow future Mayor-Commissioners to run for Town Commissioner without a two-year break in service	6-1 (2/7/13)
Section 6.3(6): Create maximum consecutive term limit of two Commission terms and three Mayoral terms (14 years)	5-1 (3/21/13)
Sections 6.6-6.7: Allow the Commission to consider penalties other than forfeiture of office for (i) violation of any standard of conduct or code of ethics established by law and (ii) incapacity, and require that due process be provided in hearings under Section 6.7	Unanimous (1/9/13)
Section 6.10: Create a procedure for vacancies in candidacy	Unanimous (1/9/13)
Section 6.11: Specify that Town elected officials serve part time, and that their ability to engage in outside employment and in charitable fundraising will be controlled by state law (and not the County Code of Ethics)	5-1 (1/9/13)
Section 7.1: Adopt the plain English version of this section	Unanimous (1/9/13)
Section 7.1(1): Charter height limits – Send Town Commission all options for change considered by the Board	4-3 (5/7/13)
Section 7.1(1)(d): Amend plain English version to allow solar panels to exceed four-foot rooftop structure height limit	Unanimous (1/9/13) (1 abstention)
Section 7.1(1)(f): Amend plain English version to remove redundant provisions that are true as a matter of law	Unanimous (1/9/13)
Section 7.1(2)(b)-(d): Amend plain English version to allow any nonhabitable use allowed under the zoning on the first floor	Unanimous (3/21/13)
Section 7.1(3)(b)(viii)-(ix): Amend plain English version to allow nonconforming buildings to be replaced with the original setbacks	5-1 (1/9/13)

Statement of Laurence Campbell

To the LBTS Commission Special Meeting, June 10, 2013

Ten of the recommendations are narrowly stated, specific to a problem, easily understood, and *don't overturn the intent of the original charter amendments*. I recommend that the Commission support these. I'm including a marked up version of the "Summary of Recommendations" indicating a position on each: YES for support and NO for oppose.

Specifically, I recommend that the Commission **SUPPORT** the recommendations to: remove the Mayor voting last on a roll call vote (Sec. 5.2); provide an alternative standard for Town Manager qualifications (Sec. 5.3); adopt the current electoral districts in the Charter (Sec. 6.1.(2)); change the time of designating the Vice Mayor (Sec. 6.2); allow the Commission to consider penalties other than forfeiture of office (Sec 6.6-7); create a procedure for vacancies in candidacy (Sec. 6.10); and specify that Town elected officials serve part time and that their outside employment and charitable fundraising will be controlled by state law, not the County code (Sec. 6.11).

I recommend that the Commission **SUPPORT** direct amendments to the Charter that would: allow solar panels to exceed the four foot rooftop structure height limit (Sec 7.1.(1)(d and allow nonconforming buildings to be replaced with the original setbacks (Sec. 7.1(3)(b)(viii)-(ix).

I also recommend **SUPPORT** for the amendment to allow future Mayor-Commissioners to run for Commissioner without a two-year break in service (Sec. 6.3.(2)); and to create a maximum consecutive term limit of two Commission terms and three Mayoral terms (14 years) (Sec. 6.3.(6)); *Some who supported the original term limits proposal may disagree with me.* However, my personal view is that this amendment, if adopted, would right an inequity and preserve the basic feature, which is to force at least three seats to come up for election every two years and defined term limits.

In my view the remaining recommendations involve major policy changes that would overturn the will of the people expressed in 2006. I recommend that you oppose these.

Specifically, I recommend that the Commission **OPPOSE** the recommendation to remove residential electoral districts (Sec 6.1(2)-(7) and 3.3. The existing residential electoral district system is working well. I can see no reason to change it.

I recommend that the Commission **OPPOSE** allowing any non-habitable use allowed under the zoning on the first floor (Sec 7.1(2)(b)-(d). As the analysis states: "...that clarification would broaden the scope of the listed uses for residential zoning districts." (Exh 3, p.3) I don't see any

showing of why that allowed list should be broadened in residential areas , or what it would include.

The Commission should **OPPOSE** any change in the Charter's existing height limits. Proposing any such changes will reopen the rancorous debate over our identity as a low-profile town—the very thing that makes us special in a wall of condo canyons to our south and north. It would divert the Commission from its important work overseeing the complex development projects already underway.

Similarly, the Commission should **OPPOSE** the wholesale rewriting of Section 7.1. Unlike the recommendations I supported, this wholesale change is not narrowly drawn and introduces new policy that goes against the intent of the original charter amendments.

For example, in Section 5, "Limits on Town Commission power to amend land development regulation," the analysis states that "the Plain English Version applies the interpretation that a new category is a regular zoning district and not an overlay district." (Exhibit 3, p. 11) Actually, it was the explicit intent of the original amendments to remove from the Commission the power to create new overlay districts without voter approval because of the potential for abuse.

Similarly, the Plain English Version proposes to delete in several places the statement that "The Town Commission may not increase by ordinance or by variance, the height limits established herein." But these statements were included in the original amendments specifically to prevent any future Commission from ignoring the stated intent of the will of the voters, as had happened in the past.

It is also my understanding that no owner, citizen, or developer testified to the CRB and that no one has requested a wholesale rewrite or a higher height limit. I certainly haven't seen any demand from the people for a change in these areas—in fact—I've seen exactly the opposite. Proposing either of these can only put uncertainty and fear into the hearts of the voters whose approval you will be seeking.

Walking around town in the last several weeks I see lots of redevelopment of properties underway. This tells me, that taken as a whole, the amendments and height limits adopted in 2006 are working, the town is redeveloping, and there is no need to reopen those debates.

If the Commission sticks to proposing narrowly drawn, understandable recommendations I think it will have chance for success without reopening old battles.

Thank you for the opportunity to comment.

Recommended positions from Laurence Campbell

EXHIBIT 1

SUMMARY OF LBTS CHARTER REVIEW BOARD RECOMMENDATIONS		
	Recommended Change	Vote
YES	Section 5.2: Remove Mayor voting last on a roll call vote	4-3 (5/7/13)
YES	Section 5.3: Provide alternative standard for Town Manager qualifications	Unanimous (5/7/13)
NO	Sections 6.1(2)-(7) and 3.3: Remove residential electoral districts	5-1 (1/9/13)
NO	Section 6.1(2): Preserve electoral seats in the absence of electoral districts	Unanimous (1/9/13)
YES	Section 6.1(5): If Commission preserves residential electoral districts, remove requirement for university study and adopt current districts in the Charter	Unanimous (1/9/13)
YES	Section 6.2: Change time of designating the Vice-Mayor	Unanimous (1/9/13)
YES	Section 6.3(2): Allow future Mayor-Commissioners to run for Town Commissioner without a two-year break in service	6-1 (2/7/13)
YES	Section 6.3(6): Create maximum consecutive term limit of two Commission terms and three Mayoral terms (14 years)	5-1 (3/21/13)
YES	Sections 6.6-6.7: Allow the Commission to consider penalties other than forfeiture of office for (i) violation of any standard of conduct or code of ethics established by law and (ii) incapacity, and require that due process be provided in hearings under Section 6.7	Unanimous (1/9/13)
YES	Section 6.10: Create a procedure for vacancies in candidacy	Unanimous (1/9/13)
YES	Section 6.11: Specify that Town elected officials serve part time, and that their ability to engage in outside employment and in charitable fundraising will be controlled by state law (and not the County Code of Ethics)	5-1 (1/9/13)
NO	Section 7.1: Adopt the plain English version of this section	Unanimous (1/9/13)
NO	Section 7.1(1): Charter height limits – Send Town Commission all options for change considered by the Board <i>OPTION D - No change</i>	4-3 (5/7/13)
YES	Section 7.1(1)(d): Amend plain English version to allow solar panels to exceed four-foot rooftop structure height limit	Unanimous (1/9/13) (1 abstention)
NO	Section 7.1(1)(f): Amend plain English version to remove redundant provisions that are true as a matter of law	Unanimous (1/9/13)
NO	Section 7.1(2)(b)-(d): Amend plain English version to allow any nonhabitable use allowed under the zoning on the first floor	Unanimous (3/21/13)
YES	Section 7.1(3)(b)(viii)-(ix): Amend plain English version to allow nonconforming buildings to be replaced with the original setbacks	5-1 (1/9/13)

5/30/13 6/10/13 *see*

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

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April 14, 2014

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

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

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

Dear Secretary Detzner:

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

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

Very truly yours,



Susan L. Trevarthen

Enclosures

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

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Scot Sasser
MAYOR SCOT SASSER

ATTEST:

Gerald Bryan
Acting Town Clerk Gerald Bryan

APPROVED AS TO FORM:

Susan L. Trevarthen
Susan L. Trevarthen, Town Attorney

CERTIFICATION

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

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

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

ORDINANCE NO. 2013-13

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF PROPOSED AMENDMENTS TO THE TOWN CHARTER, PURSUANT TO SECTION 166.031, FLORIDA STATUTES, FOLLOWING TOWN COMMISSION REVIEW AND CONSIDERATION OF CHARTER AMENDMENTS RECOMMENDED BY THE CHARTER REVIEW BOARD IN ACCORDANCE WITH SECTION 2.7 OF THE TOWN CHARTER; SUBMITTING PROPOSED CHARTER AMENDMENTS CONCERNING AMENDMENT OF SECTION 5.3 "TOWN MANAGER-APPOINTMENT, QUALIFICATIONS AND COMPENSATION," SECTION 6.2 "VICE MAYOR AND ACTING MAYOR PRO-TEM," SECTION 6.3 "QUALIFICATIONS OF MEMBERS OF TOWN COMMISSION," SECTION 6.6 "FORFEITURE OF OFFICE," SECTION 6.7 "FORFEITURE HEARING AND PROCESS," AND CREATION OF SECTION 6.10 "VACANCY IN CANDIDACY FOR MAYOR-COMMISSIONER OR COMMISSIONER;" CALLING A SPECIAL ELECTION ON THE PROPOSED CHARTER AMENDMENTS TO BE HELD ON TUESDAY, THE 11TH DAY OF MARCH 2014, IN CONJUNCTION WITH THE GENERAL ELECTION BEING HELD ON SAID DATE; PROVIDING FOR VOTING AT THE POLLS; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR INCLUSION IN THE CHARTER, SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2.7 of the Town Charter, the Charter Review Board has determined that certain revisions are needed to the Town Charter and has submitted its recommendation of proposed amendments to the Town Charter to the Town Commission; and

WHEREAS, pursuant to Section 2.7 of the Town Charter and Section 166.031, Florida Statutes, the Town Commission has considered the recommendation of the Charter Review Board and has determined, at the Town Commission's discretion, to submit to the electors of the

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

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

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

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

49 * * *

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

52 * * *

53
54 **Sec. 5.3. - Town Manager—Appointment, qualifications and compensation.**

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

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

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

72 * * *

73
74 **ARTICLE VI. – ELECTIONS**
75

76 * * *

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

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

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

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

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

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

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

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

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

106
107

* * *

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

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

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

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

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

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

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

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

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

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

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

* * *

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

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

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

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

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

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

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

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

* * *

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

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

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

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

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

200 YES []
201

202 NO []
203

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

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

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

217 YES []

218
219 NO []
220
221

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

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

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

234 YES []
235

236 NO []
237
238

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

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

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

253 YES []
254

255 NO []
256
257

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

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

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

YES []

NO []

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

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

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

YES []

NO []

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

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

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

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

"NOTICE OF SPECIAL ELECTION

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

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

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

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

YES []

NO []

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

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

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

YES []

NO []

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

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

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

374 YES []

375
376 NO []

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

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

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

393 YES []

394
395 NO []

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

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

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

412 YES []

413
414 NO []

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

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

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

YES []

NO []

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

Town Clerk

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

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

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

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

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

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

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

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

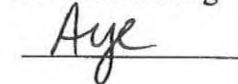

Mayor Roseann Minnet

Mayor Minnet

First Reading



Second Reading



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

Aye
Aye
Aye
Aye

Aye
Aye
Aye
Aye

482
483 Attest:

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

488
489 Approved as to form:

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

CERTIFICATION

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

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

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

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

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

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

ARTICLE I. - TRANSITION FROM ABOLISHED TOWN

Sec. 1.1. - Abolishing existing municipality.

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

Sec. 1.2. - Title to property reserved.

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

Sec. 1.3. - Obligations unimpaired.

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

Sec. 1.4. - Officers held over.

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

Sec. 1.5. - Ordinances not impaired.

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

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

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

LAUDERDALE-BY-THE-SEA TOWN CHARTER

As Amended by March 11, 2014 Election

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

Sec. 1.7. - Plat approved.

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

ARTICLE II. - CORPORATE POWERS

Sec. 2.1. - Legal title.

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

Sec. 2.2. - Boundaries.

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

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

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

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

LAUDERDALE-BY-THE-SEA TOWN CHARTER

As Amended by March 11, 2014 Election

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

Sec. 2.3. - Definitions.

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

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

Sec. 2.4. - Seal.

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

Sec. 2.5. - Jurisdiction.

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

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

Sec. 2.6. - General powers.

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

LAUDERDALE-BY-THE-SEA TOWN CHARTER

As Amended by March 11, 2014 Election

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

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

Sec. 2.7. - Review of charter provisions.

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

ARTICLE III. - ADMINISTRATION AND LEGISLATION

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

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

Sec. 3.2. - Creation of Town Commission.

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

Sec. 3.3. - Qualifications of members.

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

LAUDERDALE-BY-THE-SEA TOWN CHARTER

As Amended by March 11, 2014 Election

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

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

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

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

Sec. 3.5. - Legislative powers.

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

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

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

ARTICLE IV. - INITIATIVE AND REFERENDUM

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

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

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

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

by a referendum vote at a Town election.

Sec. 4.2. - Commencement of initiative.

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

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

Sec. 4.3. - Execution of petitions; requirements.

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

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

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

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

LAUDERDALE-BY-THE-SEA TOWN CHARTER

As Amended by March 11, 2014 Election

Sec. 4.4. - Filing procedure.

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

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

Sec. 4.5. - Action on petitions.

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

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

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

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

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

Sec. 4.6. - Results of election.

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

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

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

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

ARTICLE V. - TOWN OFFICERS AND EMPLOYEES

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

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

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

in and exercised by the following officers:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LAUDERDALE-BY-THE-SEA TOWN CHARTER

As Amended by March 11, 2014 Election

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

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

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

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

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

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

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

ARTICLE VI. - ELECTIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTICE OF CANDIDACY FOR
TOWN COMMISSIONER OR MAYOR-COMMISSIONER

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

(Candidate's Signature)

STATE OF FLORIDA
COUNTY OF BROWARD

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

(Candidate)

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

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

Notary Public, State of Florida

My commission expires: _____

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

Sec. 6.5. - Vacancies.

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

Sec. 6.6. - Forfeiture of office.

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

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

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

Sec. 6.7. - Forfeiture hearing and process.

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

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

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

Sec. 6.8. - Filling of vacancies.

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

(1) If there are less than one hundred eighty (180) days remaining in the unexpired term, or if there are less than one hundred eighty (180) days before the next federal, state, county or Town election, the remaining Commissioners, including the Mayor-Commissioner, shall, by majority vote, appoint a successor within thirty (30) days of the occurrence of the vacancy from among all qualified applicants. The person or persons so appointed must possess all of the required qualifications to be a member of the Town Commission. The Commissioner or Mayor-Commissioner appointed by the Town Commission to fill the vacancy as specified herein shall serve only until the next federal, state, county, or Town election. Further, the Commissioner or Mayor-Commissioner elected at such election shall serve only the unexpired term of the Commissioner or Mayor-Commissioner whose position became vacant.

(2) If there are more than one hundred eighty (180) days remaining on an unexpired term, or if there are more than one hundred eighty (180) days before the next federal, state, county, or Town election, the Town Commission shall schedule a special election to be held no sooner than ninety (90) days nor more than one hundred twenty (120) days following the occurrence of the vacancy. The Commissioner or Mayor-Commissioner elected to fill the vacancy at any special election shall serve only the unexpired term of the Commissioner or Mayor-Commissioner whose position became vacant.

(3) In the event of the death, resignation, or removal of the Mayor-Commissioner, the Vice Mayor shall forthwith commence to serve as interim Mayor-Commissioner until the position of Mayor-Commissioner is filled by election or appointment. When the Vice Mayor becomes interim Mayor-Commissioner, the Town Commission, by majority vote shall appoint one of the remaining Commissioners to become interim Vice Mayor. The Commissioner serving as Mayor-Commissioner, or the Vice Mayor, shall serve as Commission-Mayor, or Vice Mayor, until the newly elected or appointed Commissioner-Mayor, or Vice Mayor, is sworn into office. The interim Mayor-Commissioner, and interim Vice Mayor shall then return to the positions of Vice Mayor and Commissioner which he/she previously held to serve the remainder of his or her unexpired term.

(4) In the event of the death, resignation, or removal of the Vice Mayor, the Town Commission shall, by majority vote, elect one of the Commissioners to serve as Vice Mayor.

Sec. 6.9. - Extraordinary vacancies.

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

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

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

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

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

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

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

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

ARTICLE VII. - PLANNING AND ZONING.

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

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

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

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

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

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

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

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

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

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

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

- (b) The existing non-conforming building is:
- (i) Demolished as part of a Town approved redevelopment of the property; and
 - (ii) Prior to demolition, the property owner has submitted and received Town approval of a site plan depicting the replacement building; and
 - (iii) Construction of the replacement building is commenced within six (6) months of the date of site plan approval.
- (c) The Town Commission may grant one (1) or more six (6) month extensions to the time periods for commencement of construction established in paragraphs (5)(a)(iii) and (5)(b)(iii), above, provided a written request for extension is filed with the Town Clerk prior to (in the case of a first request for extension) the expiration of the initial applicable time period for commencement of construction or prior to (in the case of a subsequent request for extension) the expiration of the most recent extension of the applicable time period for commencement of construction.
- (d) All new non-conforming buildings constructed pursuant to the provisions of either paragraph (5)(a) or (5)(b), above, shall comply, where applicable, with the restrictions on use established in paragraph (2), above, and the provisions for parking availability established in paragraph (3), above, of this section of the Charter.
- (e) The maximum allowable height of any new non-conforming building constructed pursuant to the provisions of either paragraph (5)(a) or (5)(b), above, shall not exceed the original height of the non-conforming building which it replaces, plus any additional height which (because of the requirements of state or federal law, or because of the restrictions on use established in paragraph (2), above, of this section of the charter) may be necessary to obtain the same number of habitable stories as was contained in the original non-conforming building. Nothing in this section of the Charter shall be construed to prevent a new non-conforming building from being constructed to a lesser height or from containing fewer habitable stories than that of the original non-conforming building which it replaces. For the purposes of this provision of the Charter, the term "habitable story" means any story or part thereof that is used as a home or place of abode, either permanent or temporary, by one (1) or more persons.
- (f) The maximum allowable square footage of any new nonconforming building constructed pursuant to the provisions of either paragraph (5)(a) or (5)(b), above, shall not exceed the original square footage of the non-conforming building which it replaces, plus any additional square footage which (because of the requirements of state or federal law, or because of the restrictions on use established in paragraph (2), above, of this section of the Charter) may be necessary to obtain the same number of habitable square feet as was contained in the original non-conforming building. Nothing in this section of the Charter shall be construed to prevent a new nonconforming building from being constructed either with less total square footage or with less habitable square footage than that of the original non-conforming building which it replaces. For the purposes of this section of the Charter, the term "habitable square footage" means the square footage of that portion of a building that is used as a home or place of abode, either permanent or temporary, by one (1) or more persons.

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

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

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

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

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

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

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

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

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

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

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

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

and

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

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

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

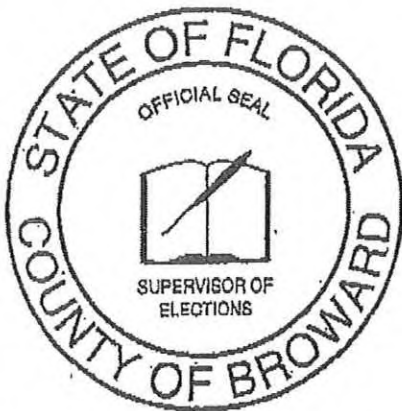
held for the specific purpose of authorizing said vacating, abandonment, lease, sale, transfer of possession or transfer of ownership of the El Prado Property.

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

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

Sec. 7.3. Advisory boards; how constituted.

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

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

VOTE WITH CONFIDENCE

FAX TRANSMISSION COVER SHEET

TO: Municipal Clerks FAX#: _____

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

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

COMMENTS: _____

FOR TRANSMISSION PROBLEMS PLEASE CALL (954) 712-1950

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

SUMMARY REPT-GROUP DETAIL

MUNICIPAL GENERAL
BROWARD COUNTY, FLORIDA
MARCH 11, 2014

LAUDERDALE BY THE SEA

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

REPORT-EL45A PAGE 001

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

COUNTY JUDGE

COUNTY COMMISSIONER

SUPERVISOR OF ELECTIONS



Town Commission Agenda Item Report

Meeting Date: September 18, 2024

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

Submitting Department: Administration

Item Type: Resolution

Agenda Section: NEW BUSINESS

Subject Title: RESOLUTION 2024-39- A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SELECTING VARIOUS CONSULTANTS PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2024-07-01 FOR CONTINUING PROFESSIONAL ARCHITECTURAL, ENGINEERING, TRAFFIC ENGINEERING, LANDSCAPE ARCHITECTURAL, AND/OR SURVEYING AND MAPPING SERVICES; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE CONTINUING SERVICES CONTRACTS WITH THE TOP SEVEN RANKED QUALIFIED FIRMS FOR AWARD OF SUCH CONTRACTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: The Town released a Request for Qualifications ("RFQ") on July 24, 2024 for professional services which includes the following disciplines:

- 1) Architecture
- 2) Landscape Architecture
- 3) Professional Engineering
- 4) Survey and Mapping
- 5) Traffic Engineering

The Town received fifteen responses, twelve of which were deemed eligible for ranking based on the criteria set forth in the RFQ on the deadline of August 9, 2024. A copy of the RFQ is on file in the Town Clerk's Office and is included as documentation attached to the Resolution. Copies of all three responses are on file in the Clerk's Office.

The process to select a consultant to provide engineering services is set forth in Section 287.055 of the Florida Statutes, which is known as the Competitive Consultant's Negotiation Act ("CCNA"). The difference between a CCNA process and the Town's normal RFP process is that a CCNA solicitation is a two-part process. First, the Town first selects and ranks the most qualified firms. In the second phase, the Town negotiates compensation and a contract with the first most qualified firms at a compensation that the Town determines is fair, competitive, and reasonable. Should the Town be unable to negotiate a satisfactory contract with those ranked firms, negotiations with that firm must be formally terminated and the Town may then begin negotiations with the next most qualified firm. State law prohibits

compensation from being a factor in ranking engineering firms.

RFQ Evaluation Committee Recommendations

The evaluation committee for the RFQ was composed of Deputy Town Manager Ken Rubach, Development Services Director Jhanelle Campbell, and Assistant to the Town Manager Courtney Easley. The committee's meeting were posted and open to the public and the minutes of those meetings are on file in the Town Clerk's Office.

After review of the RFQ responses, the committee ranked the firms in the following order of preference by total score out of 300 possible points:

Firm Name	Total
Flynn	295
Baxter & Woodman	293
Kimley-Horn	283
Caulfield & Wheeler	275
Carnahan, Proctor, and Cross	275
Walters Zackria	275
Hitchcock Design Group	270
Craig A Smith	269
R.F. Chisholm	266
Premier Design	262

Engenuity	258
Forefront	244

While 12 of the 15 respondents met the basic qualifications to be ranked, the Committee members recommend selecting those that received 270 out of the 300 possible points or a score of 90%, which results in seven firms being recommended.

During the Committee scoring meetings, members reflected upon the criteria as laid out in the RFQ as well as some of the important factors they were looking for within the RFQ submittals. Some items that stood out as being critically important were those firms that have previous experience with smaller coastal communities, experience within the Broward County, a track record of securing grant funding, availability as well as workload of the firm, and evidence of responsive service to residents during municipal construction projects.

Recommendation: Approve Resolution 2024-39 authorizing the Town Manager to negotiate contracts with the top seven ranked qualified firms.

Exhibits:

1. Resolution 2024-39 w Exhibits

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WHEREAS, on July 24, 2024, the Town of Lauderdale-By-The-Sea (the “Town”) issued Request for Qualifications No. 2024-07-01 (the “RFQ”), attached hereto as Exhibit “A,” for professional architectural, landscape architectural, engineering, traffic engineering, and survey and mapping services, as may be needed from time to time for Town projects, in accordance with Section 287.055, Florida Statutes, known as the Consultants’ Competitive Negotiation Act (CCNA) (the “Services”); and

WHEREAS, the Town’s Evaluation Committee evaluated and ranked the qualified firms, recommending the top seven ranked qualified firms in the order set forth in Exhibit “B” attached hereto (collectively, the “Consultants”) as the most qualified firms to provide the Services; and

Page 173 of 245

WHEREAS, the Town Commission finds that it is in the best interests of the Town to proceed as indicated in this Resolution and authorize negotiations with the Consultants in order to enter into a Continuing Contract with each for the Services.

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

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

Section 2. Selection. The Town Commission hereby selects the Consultants listed on Exhibit “B” to provide the Services.

Section 3. Authorization to Negotiate Continuing Contract. The Town Manager is hereby authorized to negotiate a Continuing Contract with each of the top seven ranked Consultants listed on Exhibit “B” for award of such contracts for the Services.

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

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

PASSED AND ADOPTED this _____ day of September 2024.

Mayor Edmund Malkoon

Attest:

Katrina Adler, Town Clerk
(CORPORATE SEAL)

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61 APPROVED AS TO FORM:

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Susan L. Trevarthen, Town Attorney

LAUDERDALE BY • THE • SEA



REQUEST FOR QUALIFICATIONS FOR
Continuing Professional Services

REQUEST FOR QUALIFICATIONS No. 24-07-01
Submittal Deadline: August 9, 2024 at 3:00 P.M.

**TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
PUBLIC NOTICE**

RFQ Name: Continuing Professional Services
RFQ No.: RFQ 2024-07-01
Pre-Bid Conference: There will be no pre-bid conference for this RFQ
Proposal Deadline: August 9, 2024 at 3:00PM

NOTICE IS HEREBY GIVEN that Town of Lauderdale-By-The-Sea (the "Town") is soliciting sealed statements of qualifications ("Statements") from interested companies, firms, and individuals ("Respondents") for the provision of continuing professional services, on an as needed basis, in accordance with Section 287.055, Florida Statutes, known as the Consultants' Competitive Negotiation Act (CCNA). Respondents may obtain a copy of Request for Qualifications No. 2024-07-01 (the "RFQ") to be issued on **July 24, 2024**, through the DemandStar portal (www.Demandstar.com) or the Town's website (www.lauderdalebythesea-fl.gov/Bids.aspx). The RFQ contains detailed information about the scope of services, submission requirements, and selection procedures. Interested Respondents shall register with the website to receive notifications pertaining to this solicitation. All notices and any addenda issued by the Town with respect to this RFQ will be made available through the DemandStar portal and on the Town's website. It is the Respondent's sole responsibility to ensure receipt of any issued notice or addenda relating to this RFQ once posted to DemandStar or the Town's website.

Sealed responses to this RFQ will be received until 3:00 P.M. (local) August 9, 2024, via the DemandStar portal or in Town Hall, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

Responses should be clearly marked "RFQ 24-07-01 Continuing Professional Services".

All information required by this RFQ shall be submitted to the TOWN by the submittal deadline to constitute a valid response.

The TOWN normally opens responses to RFQs as soon as practical after the submittal deadline; however, the TOWN reserves the right to delay that opening if necessary. The openings of all RFQs are open to the public.

ALL QUESTIONS AND CONTACT WITH THE TOWN REGARDING THIS RFQ ARE TO BE DIRECTED TO:

Katrina Adler, Town Clerk
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4201
Email: TownClerk@lbts-fl.gov

The documents may also be obtained by contacting the Town Clerk.

Table of Contents

	<u>Page No.</u>
SECTION 1 – GENERAL INFORMATION	4
1. DEFINITIONS	4
2. NATURE OF WORK	4
3. DESCRIPTION OF WORK	5
4. ANTICIPATED TERM	7
5. CCNA LIMITS	7
6. MINIMUM REQUIRED EXPERIENCE & QUALIFICATIONS	7
7. SELECTION PROCESS	8
8. EVALUATION CRITERIA	10
9. CONTRACT AWARD	11
10. CONTINUING CONTRACT	11
11. ETHICS	11
 SECTION 2 – RFQ REQUIREMENTS	 12
12. RFQ GENERAL INFORMATION	12
13. RESPONSE FORMAT & CONTENT	13

Exhibits

	<u>Forms Page</u>
1. RFQ Form 1. Qualifications Statement	20
2. RFQ Form 2. Reference Form	22
3. RFQ Form 3. Respondent's Certification	23
4. RFQ Form 4. Sworn Statement on Public Entity Crimes	25
5. RFQ Form 5. No Financial Interest	28
6. RFQ Form 6. E-Verify Affidavit	29
7. RFQ Form 7. Noncoercive Conduct Affidavit	30
8. RFQ Form 8. Single Execution Affidavit	31
9. Standard Continuing Professional Services Agreement	37

Section 1 General Information

1. DEFINITIONS. For the purposes of this Request for Qualifications (RFQ):

CCNA means the Consultants' Competitive Negotiation Act found in Section 287.055, Florida Statutes.

Continuing Contract means a contract for professional services entered into in accordance with all the procedures of the CCNA between the TOWN and a firm, as further specified in Section 287.055(2)(g)1 which is incorporate herein by reference.

Qualified Firm means a Respondent who is deemed by the Town Manager to be highly qualified to perform the professional services described in this RFQ and is included on the list of Firms submitted to the Town Commission.

Respondent means the individual, organization, corporation, or firm, submitting a response to this RFQ.

Selected Firm means a Qualified Firm that has been approved by the Town Commission and has executed a Continuing Services Contract.

Submittal Deadline means the date and time after which the TOWN will not accept responses to this RFQ.

TOWN means the Town of Lauderdale-By-The-Sea, Broward County, Florida.

Work Authorization means the document issued by TOWN to a Selected Firm authorizing a specific scope of services, the compensation to be paid, the time frame to complete the work and other project specific details.

2. NATURE OF THE WORK

- A. The TOWN intends to enter into continuing contracts with the most qualified firms to provide professional services in accordance with the CCNA for the following disciplines:

- ✓ **architecture/architectural review**
- ✓ **landscape architecture**
- ✓ **professional engineering**
- ✓ **surveying and mapping**
- ✓ **traffic engineering**

PLEASE INCLUDE IN YOUR RESPONSE WHICH DISCIPLINES YOU WISH TO BE CONSIDERED FOR.

- B. The professional services to be provided will primarily relate to municipal construction, maintenance and repair projects and are broadly categorized as, but are not limited to:

Section 1 General Information

- the design, development, redevelopment, repair, and maintenance of roadways, lighting, streetscape, stormwater, drainage, parks, Town building and facilities, sanitary sewer, lift stations and other utilities;
 - land surveying;
 - site planning and evaluation;
 - preparation of plans, reports, and analyses;
 - right-of-way and traffic engineering;
 - permitting;
 - specifications and/or bid preparation; and
 - construction management, supervision, inspection and administration.
- C. When needed, the TOWN may provide a Selected Firm(s) with a proposed scope of services for a specific project or assignment and request a proposal from the firm(s). If the TOWN and the Selected Firm agree, then a Work Authorization will be issued by the TOWN authorizing a specific scope of services, the compensation to be paid, the time frame to complete the work and other project specific details.
- D. The TOWN may assemble a team from the Selected Firms to provide responses on certain projects that require a multi-disciplinary set of skills. In such cases, the TOWN will determine the Selected Firm that shall serve as project manager. The project manager will coordinate the responses for the project in consultation with the other Selected Firms on the team.

3. DESCRIPTION OF WORK

A. GENERAL INFORMATION ABOUT THE TOWN'S PROJECTS

The Town of Lauderdale-By-The-Sea is a seaside community with a permanent population of about 6,200 that increases to about 11,000 during the winter season. The TOWN anticipates undertaking a wide variety of capital, maintenance and redevelopment projects that require professional services in a variety of disciplines to provide study, conceptual or pre-design, design, construction administration, and project close-out phase services.

The TOWN may implement or intend to implement various projects including but not limited to:

- Burial of utilities;
- Construction of buildings;
- Emergency repair or reconstruction projects;
- Energy efficiency projects;
- Gravity sewer main repair or replacements;

Section 1 General Information

- Lift station and/or force main repair or replacement;
- Mapping and/or surveying;
- Neighborhood improvements and aesthetic enhancements;
- Parks and recreational facilities development/upgrades/refurbishments;
- Seawall repair or replacement;
- Storm water and drainage projects;
- Street lighting, pedestrian lighting, and/or other lighting projects;
- Streetscapes (including sidewalks), roadways and parking lot construction, renovation or reconstruction; and,
- Traffic engineering solutions.
- Review of applications for compliance with architecture standards or engineering codes.

B. SCOPE OF SERVICES

The scope of services to be provided by the Selected Firms may include, but is not limited to, the following, all of which shall be performed in accordance with applicable law:

- a. Prepare preliminary or feasibility design reports and/or design alternative recommendations. This may include preparation of conceptual designs, various types of utility modeling, surveying, field data analysis, estimates of probable construction cost and life-cycle cost analysis.
- b. Organize and attend meetings with and/or make presentations to elected officials, TOWN management, homeowner associations, business associations, and other interested stakeholder groups as requested by the TOWN. Prepare recommendations for appropriate community outreach components and processes for project development.
- c. Conduct and/or attend pre-design, design, bidding and bid award meetings for which the TOWN deems attendance is required.
- d. Prepare required bidding/construction documents for the project(s). This may include the preparation of surveys, design plans, technical specifications, cost estimates, permit applications to government agencies, and other related contract documents.
- e. Assist in evaluating bids and making bid award recommendations for construction contract(s).
- f. Provide engineering, management, administration, inspection and value engineering services for projects during construction. This may include responding to contractor's Requests for Information, shop drawing/contractor submittal review and approval, inspection and approval of project improvements or progress, certification of projects from various

Section 1 General Information

permitting entities, possible field revisions, and review and approval of contractor pay applications. Evaluate and make recommendations on change orders.

- g. Provide project close-out services. This may include inspection, preliminary and final acceptance of projects, preparation and approval of punch list items, providing as-built record drawings, operation and maintenance manuals, and project certification as required to all permitting agencies.
- h. Identify possible grant funding opportunities and write grant applications or portions thereof for submittal to appropriate agencies.
- i. Act as the TOWN's designated representative and engineer for various governmental engineering functions including review of development responses and issue comments related to compliance with relevant Town Codes, participation in Design Review Committee, issuance or recommendations for issuance of various Town permits, and attend meetings at the TOWN's request.
- j. Provide any other professional services to the TOWN in accordance with the CCNA, including for projects in which the estimated construction cost of each individual project under the contract does not exceed \$7.5 million; a study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000; or for Work of a specified nature as outlined in the contract required by the TOWN, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause.

C. DELIVERABLES:

Deliverables will be defined in each Work Authorization.

4. ANTICIPATED TERM

Continuing Services contracts resulting from this RFQ are anticipated to be awarded for an initial term of five years, with the TOWN having the option to exercise two, two-year extensions thereafter.

5. CCNA LIMITS

In accordance with Section 287.055(2)(g)(1), a continuing contract may be used for:

- a. Professional services entered into in accordance with all the procedures of the CCNA between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$7.5 million. Beginning July 1, 2025, and each July 1 thereafter the Department of Management Services shall adjust the maximum amount allowed on the

Section 1 General Information

preceding June 30 for each individual project in a continuing contract by using the change in the June-to-June Consumer Price Index for All Urban Consumers issued by the Bureau of Labor Statistics of the United States Department of Labor. The department shall publish the adjusted amount on its website;

- b. Study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000; or
- c. Work of a specified nature as outlined in the contract required by the TOWN, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause.

If the statutory limits are adjusted by operation of law, the new limits shall automatically apply to any work authorization.

I. MINIMUM REQUIRED EXPERIENCE & QUALIFICATIONS

In order to be deemed responsive and considered for contract award, firm(s) or individuals must satisfy the following mandatory minimum requirements for their respective disciplines:

General Requirements:

- A. Maintain an office in the tri-County area (Broward, Dade and Palm Beach Counties), which is the home office for the principal professional of record and most of the professional's support team.
- B. Possess and maintain all necessary and appropriate Florida licenses and certifications required for the services proposed to be provided.

Architectural Services

- C. Have at least ten (10) years of experience in architectural design and overseeing the construction of mid-century modern projects.
- D. Architect(s) on staff assigned to the TOWN's projects shall have designed no less than two new buildings or renovations in the Mid-Century Modern style.

Engineering and/or Traffic Engineering Services

- E. Have at least fifteen (15) years of experience in providing engineering services to local governments.
- F. The person proposed to be assigned to manage the TOWN contract shall be a registered professional engineer with the State of Florida and shall provide his or her license number in the response.
- G. The Traffic Engineer proposed to be assigned to the TOWN contract must be a registered professional engineer with the State of Florida and provide his or her license number in the response.
- H. The Traffic Engineer proposed to be assigned to the TOWN contract by a multi-disciplinary firm must be currently certified as a Professional Transportation Planner

Section 1 General Information

(PTP) by the Institute of Transportation Engineers (ITE) and provide his/her certificate number in the response. Additional certification as a Professional Traffic Operations Engineer (PTOE) is preferred.

Landscape Architecture Services

- I. Have at least ten (10) years of previous experience in streetscape and park design.

Surveying and Mapping Services

- J. Have at least ten (10) years of experience in providing surveying and mapping services.

If a firm has not been in existence for the required number of years, but the principals who are proposed to be assigned to the TOWN's contract have the requisite experience with another firm, that experience may satisfy the required experience.

II. SELECTION PROCESS

The TOWN will follow the selection process set forth below and in accordance with the TOWN Purchasing Manual, which is on the TOWN's website: <https://www.lauderdalebythesea-fl.gov/DocumentCenter/View/2431/2023-Purchasing-Manual?bidId=>

- A. **Reserved Rights:** The TOWN reserves the right to:
Change the Submittal Deadline or cancel this RFQ;
Reject incomplete, irregular, or non-responsive response;
Reject responses with or without cause and for any reason including, but without limitation, if the Respondent fails to submit any required documentation, if the Respondent is in arrears or in default upon any debt or contract to the TOWN or has failed to perform faithfully any previous contract with the TOWN or with other governmental jurisdictions;
Solicit and re-advertise for other response; or,
Waive any irregularities or informalities when in the best interest of the TOWN.
- B. **Interviews:**
The TOWN wishes to avoid the expense to the TOWN and to Respondents of unnecessary presentations. Therefore, the TOWN will make every reasonable effort to achieve the initial ranking using written submittals. The TOWN, however, reserves the right to conduct personal interviews or require presentations prior to selection if the TOWN deems this is necessary in order to select its top-ranked firms. The TOWN will not be liable for any expenses which Respondents may incur in connection with a presentation to the TOWN or related in any way to this RFQ.
- C. **Request for Additional Information:**

Section 1 General Information

The Respondent shall furnish such additional information as the TOWN may reasonably require. The TOWN reserves the right to make investigations of the qualifications of the Respondent as it deems appropriate, and to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Respondent, including shareholders, principals and senior management. Failure to provide additional information requested may result in disqualification of the response.

D. Evaluation Committee

- a. An Evaluation Committee (the “**Committee**”) will be established by the Town Manager or Deputy Town Manager to review and evaluate all submittals.
- b. The Purchasing Administrator will first review each submittal for compliance with the minimum qualifications and mandatory requirements of the RFQ. Failure to comply with the RFQ requirements may disqualify a response.
- c. The Committee will then evaluate the submittals based on the evaluation criteria below and establish a list of Qualified Firms deemed to be the most qualified and most advantageous to the TOWN to provide the services requested.
- d. The Committee or the Town Commission may request oral presentations from the Respondents. The selection recommendation will be brought to the Town Commission for approval and authorization to begin contract negotiation with the most qualified firms.

E. Shortlisting of Firms.

Depending on the number of responses received, the Town may short-list respondents in order to facilitate more in-depth analysis of a manageable number of responses. These short-listed respondents may or may not be interviewed by the appointed Committee.

For continuing contracts, multiple firms may be determined to be qualified and placed on a qualified vendors list for the types of services identified in this RFQ.

III. EVALUATION CRITERIA

The following criteria will be used to evaluate the submittals. Not all of these criteria will apply to each discipline for which professional services are sought.

Criteria	Maximum Points
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Section 1 General Information

1.	<u>Qualifications of the Firm:</u> To include years of experience, ability, capacity and skill of firm(s) and personnel to perform, including timeliness, stability and availability, licenses, insurance, etc.	25
2.	<u>Qualifications of the Project Team:</u> To include experience and qualifications of key personnel that will be assigned to the Town's projects.	30
3.	<u>Approach to the Handling of Potential Projects & Timeliness</u> Indicate Firm's understanding of proposed needs and projects proposed by the Town.	25
4.	<u>Previous Experience on Similar Projects & References</u> Experience and background in providing similar services and past performance, including, but not limited to, familiarity with local regulatory agency procedures and requirements, and assisting in the administration of funding and grants requirements.	20
TOTAL		100

- A. Respondent's number of years in business.
- B. Respondent's in-house expertise and applicability for the required services, including the demonstrated experience of the key officers and individuals proposed to be assigned to the TOWN contract.
- C. The scope, breadth, depth and quality of experience and past performance record on projects of similar type, size, quality and scope in Florida and elsewhere. Experience in completing projects and providing services similar to those required by the TOWN as demonstrated in project/service history descriptions.
- D. Is the Respondent a licensed general contractor with expertise in alternative delivery methods, such as design-build and Construction Management at Risk. This experience in alternative delivery is not required for award, particularly for a contract to provide general civil engineering, but is considered by the TOWN to be advantageous.
- E. Ability of the Respondent to fully provide services in one or more of the disciplines sought in this RFQ with in-house resources and the availability of those resources.

Section 1 General Information

- F. Respondent's dependence on outside contractors and the qualifications, licenses and references for any proposed sub-consultants or subcontractors may be considered.
- G. Respondent's ability to provide all services required in a timely manner, including Respondent's ability to respond quickly, efficiently and cost-effectively.
- H. Respondent's familiarity and success with permitting agencies and permitting procedures in South Florida.
- I. The sufficiency of Respondent's staff to provide the required services.
- J. Past performance with other governmental jurisdictions and, if applicable, on TOWN projects (previous employment or contractual experience with the TOWN is not required).
- K. The location of the firm and the place from which the work is to originate.
- L. Past history of meeting required time frames.
- M. Financial resources and capabilities.
- N. Other factors considered relevant to analyze Respondent's expertise including as authorized or required by Florida Statutes.

IV. CONTRACT AWARD

Any contract award resulting from this RFQ shall be subject to Town Commission approval and execution of a contract approved by the Town Attorney.

The award will be to the Qualified Firm(s) whose submittal complies with all material requirements set forth in this RFQ and whose qualifications and response, in the opinion of the TOWN, are the most advantageous to the TOWN, taking into consideration all aspects of the Respondent's response.

The TOWN shall be the sole judge of its own best interests, the responses, and the resulting negotiated continuing services contract, if any.

V. CONTINUING CONTRACT

The TOWN anticipates entering into continuing contracts with the Qualified Firms judged by the TOWN to be the most highly qualified to perform the requested services.

The selected Respondent is expected to execute the Town's standard Continuing Professional Services Agreement, in a form similar to the attached sample agreement and subject to final approval by the Town Attorney.

The TOWN's standard Continuing Professional Services Agreement is included as **Exhibit 9**.

Section 1 General Information

VI. ETHICS

With respect to submittals to this RFQ or any future transaction with the TOWN, if any Respondent or Selected Firm violates or is a party to a violation of the ethics ordinances or rules of the TOWN, or the provisions of Chapter 112, part III, Florida Statutes, the Code of Ethics for Public Officers and Employees, such Respondent or Selected Firm may be disqualified from furnishing the services for which the submittal or response is submitted and may be further disqualified from submitting any future submittals or responses for goods or services to TOWN.

VII. RESPONSIBLE VENDOR DETERMINATION

Section 287.05701, Florida Statutes, prohibits the TOWN from requesting documentation of or considering a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Additionally, the TOWN may not give preference to a vendor based on the vendor's social, political, or ideological interests.

VIII. CAMPAIGN FINANCE RESTRICTIONS

Vendors are required to comply with the TOWN's campaign finance restrictions pursuant to Section 20-25 of the Town Code of Ordinances. 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. Violations of the restrictions in Section 20-25 may result in penalties or disqualification.

End of SECTION 1

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Section 2 – RFQ Requirements

1. RFQ GENERAL INFORMATION

A. INCURRED EXPENSES

The TOWN is not responsible for any expenses that Respondents may incur preparing and submitting their response to this RFQ or for any expenses related to any presentation by Respondents, whether requested by the TOWN or otherwise.

B. INQUIRIES

Any and all questions or requests for information or clarification pertaining to his RFQ must be made in writing via email to the Town Clerk (townclerk@lbts-fl.gov) by no later than 7 working days prior to the Submittal Deadline. Please mark the correspondence "RFQ No. 24-07-01 QUESTION". The TOWN will not respond to oral inquiries, written inquiries not submitted via email, or inquiries submitted via email after the deadline for inquiries. If inquiries are submitted after the deadline, the TOWN will respond indicating that the deadline for inquiries has expired.

The TOWN will respond to written inquiries that are submitted via email and are received at least 7 working days prior to the Submittal Deadline. The TOWN will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the TOWN will post the addenda to DemandStar and the Town's website. Although the TOWN will make an attempt to notify each prospective Respondent of any addendum or change in requirements or dates, it is the sole responsibility of a Respondent to remain informed as to any changes to the RFQ.

C. ADDENDUM, AMENDMENT, CHANGE IN DATES

At its sole discretion, the TOWN may postpone or reschedule any dates in the selection process or any term of the RFQ. If changes are made, the TOWN will issue an addendum (addenda) prior to the Submittal Deadline. It is the sole responsibility of a Respondent to remain informed as to any changes.

D. PRE-RESPONSE MEETING

A pre-response meeting is not scheduled or anticipated.

F. RESPONSE SUBMISSION

Respondents shall submit in a sealed, opaque package:

- one (1) original printed response;
- one (1) hard copy of the printed response; and,
- one (1) electronic copy of the response Via email to the Town Clerk at Townclerk@lbts-fl.gov.

Section 2 – RFQ Requirements

The electronic copy of the response shall be in PDF or Microsoft Word file formats. Complex graphics, appendixes, and additional materials do not have to be submitted electronically.

Submissions shall be clearly marked on the outside as follows:

To: Town of Lauderdale-By-The-Sea
RFQ No. 24-07-01

Project: Continuing Professional Services

Submitted by: _____

Address: _____

Telephone: _____

Email: _____

Responses shall be submitted electronically as well as in person or by mail prior to the Submittal Deadline. **ONE HARD COPY AND ONE ELECTRONIC COPY ARE REQUIRED IN ORDER TO BE CONSIDERED A VALID SUBMISSION**

The TOWN cautions Respondents to assure actual delivery of responses to the TOWN prior to the Submittal Deadline. Telephone confirmation of timely receipt of a response may be made by calling the Office of the Town Clerk (954-640-4200).

Submittals, additions, or changes after the Submittal Deadline will not be accepted and will be returned to the Respondent.

Respondents may withdraw their responses by notifying the TOWN in writing via email at any time prior to the opening. Responses, once opened, become property of the TOWN and will not be returned.

G. PUBLIC RECORDS

Responses to this RFQ are public records and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the Respondent's responsibility to become familiar with these concepts and to specifically note any information in the response that they believe is confidential and/or exempt from public disclosure.

2. RESPONSE FORMAT & CONTENT

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the responses be organized in the manner specified herein.

RESPONDENTS SHALL COMPLETE AND SUBMIT THE REQUIRED RFQ FORMS OR YOUR RESPONSE WILL BE DEEMED NON-RESPONSIVE.

Section 2 – RFQ Requirements

The forms may be duplicated and most are available in WORD. Any erasures or corrections on the form must be made in ink and initialed by Respondent in ink. All information submitted by the Respondent shall be printed, typewritten or completed in ink. Responses shall be signed in ink.

All responses shall be submitted as specified in this RFQ. Any attachments shall be clearly identified. In order to be deemed responsive and considered for contract award, the response must fully respond to all parts of the RFQ.

Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the response. If publications are supplied by a responder to respond to a requirement, the response should include reference to the document number and page number. Responses lacking this reference may be considered to have no reference material included.

Respondents shall prepare their responses using the following format:

1. Title Page

The title page shall show the name of Respondent's agency/firm, address, telephone number, name of contact person, date, and the RFQ number.

2. Letter of Transmittal

This letter will summarize in one or two pages, the following information:

- a. List the professional services identified in this RFQ you are qualified and willing to perform.
- b. A statement that the business is licensed, permitted and/or certified to do business and practice a specific discipline, or is a design- build firm (as applicable) in the State of Florida and attach copies of all such licenses issued to the business entity.

- c. Identify any supplemental materials that have been included that might enhance the TOWN's understanding of the firm and its capabilities and experience in light of the qualification evaluation criteria.

- d. Identify the Authorized Representative.

The name of the person who is authorized to make representations for the Respondent during the evaluation phase, their title, email address, and telephone number.

- e. Identify the Contract Administrator.

The name of the person who will be the firm's contact during the term of the contract, their title, email address, and telephone number.

- f. Identify the Project Manager.

The name of the person who will be assigned as the primary contact with the TOWN, their title, email address, and telephone number. Provide the person's background, training, experience, qualifications and authority.

Section 2 – RFQ Requirements

- g. The official legally authorized to negotiate and execute a contract on behalf of the Respondent must sign the letter of transmittal.

3. Table of Contents

Include a clear identification of the submitted material by section and by page number.

4. Organization Profile, Qualifications and Experience (RFQ Form 1, Exhibit 1)

A. Complete Form 1 (**Exhibit 1**) and include it as the first page of this section.

B. Following Form 1, provide the following information in the order requested in the format of your choosing :

- Considerable relevant experience that demonstrates both the experience and capability of particular personnel who will actually perform the work.

Include the work that the firm has done within the past ten (10) years for other governmental entities. Describe the work performed, and the year and amount of time the firm was engaged. Provide contact information for each.

Note: If a firm has not been in existence for ten (10) years, or the personnel who are proposed to be assigned to the TOWN's contract have the requisite experience with another firm, list the work by both the firm and the personnel.

- Include documentation indicating that the firm or individual is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- A description of the individual responsible.
- The resumes and professional qualifications of the primary individual(s) who may work on the TOWN's projects.

5. References (RFQ Form 2, Exhibit 2)

Complete RFQ Form 2 (**Exhibit 2**) by providing at least four (4) clients or business references, with whom we may speak during the evaluation phase, which have utilized the services being proposed to the TOWN.

6. Insurance:

Include a statement that the Respondent commits to, and is able to, obtain and provide proof of insurance that meets the requirements specified in the standard Continuing Professional Services Agreement (**Exhibit 9**).

NOTE: The following is NOT required when you submit your response.

Section 2 – RFQ Requirements

If deemed to be a Qualified Firm, Respondents shall provide a list of claims for the past five (5) years, including those presently outstanding against the firm.

This information shall be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

7. Continuing Professional Services Agreement
Include a statement that the Respondent takes no exceptions to the TOWN's standard agreement (**Exhibit 9**) or in the alternative, clearly and prominently indicate what exceptions are taken and any proposed modifications to the TOWN's continuing services contract (**Exhibit 9**).

RESPONDENTS TAKING EXCEPTION ARE SOLELY RESPONSIBLE FOR THIS RISK. The TOWN is under no obligation to accept or consider any exceptions, or accept any Response with an exception. Respondents are reminded that they may submit one Response without exceptions and an alternate Proposal with exceptions.

8. Additional Forms.

THE FOLLOWING ADDITIONAL FORMS SHALL BE EXECUTED AND SUBMITTED WITH YOUR RESPONSE TO BE DEEMED RESPONSIVE.

EXHIBIT 1, RFQ FORM 1:	QUALIFICATIONS STATEMENT
EXHIBIT 2, RFQ FORM 2:	REFERENCES
EXHIBIT 3, RFQ FORM 3:	RESPONDENT'S CERTIFICATION
EXHIBIT 4, RFQ FORM 4:	SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME
EXHIBIT 5, RFQ FORM 5:	NO FINANCIAL INTEREST STATEMENT
EXHIBIT 6, RFQ FORM 6:	E-VERIFY AFFIDAVIT
EXHIBIT 7, RFQ FORM 7:	NONCOERCIVE CONDUCT AFFIDAVIT
EXHIBIT 8, RFQ FORM 8:	SINGLE EXECUTION AFFIDAVITS

9. Compensation

The response **shall not** include rates or fees for any services. The Town Manager will negotiate fees that the TOWN determines to be fair, competitive and reasonable with the most qualified firms.

10. Representations and Warranties.

In submitting a response, Respondent warrants and represents that:

Section 2 – RFQ Requirements

- A. Respondent has given TOWN written notice of all conflicts, errors, ambiguities, or discrepancies that Respondent has discovered in this RFQ and any addenda thereto, and the written resolution thereof by the TOWN is acceptable to Respondent.
- B. The RFQ is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the response that is submitted.
- C. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the TOWN has any interest, financially or otherwise, in this RFQ or related contract.

End of Section 2

THE REST OF THIS PAGE IS INTENTIONALLY BLANK

***THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH YOUR RESPONSE
TO BE DEEMED RESPONSIVE.***

RFQ FORM 1: QUALIFICATIONS STATEMENT

Respondent: _____

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - a. The correct and full legal name of the Respondent is:
 - b. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - c. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail:
 - a. Number of employees;
 - b. Number of years your organization been in business; and,
 - c. The organization's specialty.
3. The contact information (address, telephone and email address) of the principal place of business:
4. The contact information (address, telephone and email address of the closest business location to TOWN if different than number 3:
5. Name and title of employees to be assigned to the Town contract, if awarded:
6. Company identification numbers for the Internal Revenue Service:
7. Broward County business tax receipt number, if applicable, and expiration date:
8. List the last three projects of this nature that the firm has completed. Please provide project description, reference and cost of work completed.
9. Have you ever failed to complete any work awarded to you? If so, where and why?

10. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this contract that are **in progress** as of the date of submission of this Response.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

Provide the following information for any subcontractors you propose to engage if awarded a contract.

Subcontractor Name	Contact Information	Work to be Performed

The foregoing list of subcontractors may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFQ Form 2: REFERENCES

Respondent: _____

**THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE
TO BE DEEMED RESPONSIVE.**

Give contact information for at least four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFQ:

1. Name of Contact:
Title of Contact: Email:
Telephone Number:
Project:
2. Name of Contact:
Title of Contact: Email:
Telephone Number:
Project:
3. Name of Contact:
Title of Contact: Email:
Telephone Number:
Project:
4. Name of Contact:
Title of Contact: Email:
Telephone Number:
Project:

RFQ FORM 3: RESPONDENT'S CERTIFICATION

Respondent: _____

***THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE
TO BE DEEMED RESPONSIVE.***

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

I have carefully examined the Request for Qualifications referenced above ("RFQ") and any other documents accompanying or made a part of this RFQ.

I hereby propose to furnish the goods or services specified in the RFQ. I agree that my response will remain firm for a period of 150 days in order to allow the TOWN adequate time to evaluate the responses.

I certify that all information contained in this response, which includes the TOWN required RFQ 1-9 is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

Respondent hereby authorizes the TOWN, its staff or consultants, to contact any of the references provided in the response and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this response.

I further certify, under oath, that this response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response for the same product or service; no officer, employee or agent of the TOWN or any other proposer has a financial interest in said response; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters herein contained and was duly authorized to do so.

If this response is selected, I understand that I will be expected to execute the TOWN's standard Continuing Services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, nor any of

its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business

By:

Signature

Print Name and Title

Mailing Address

**THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE
TO BE DEEMED RESPONSIVE.**

**RFQ FORM 4: SWORN STATEMENT PURSUANT TO SECTION
287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY
CRIME**

**TO BE VALID, THIS FORM SHALL BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS**

1. This sworn statement is submitted to The Town Commission of the Town of Lauderdale-By-The-Sea, Florida by: _____

(print this individual's name and title)

for _____

(print name of entity submitting sworn statements)

Whose business address is: _____

And, if applicable, whose Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ____ - ____ - ____.

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents

who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

There has been a proceeding concerning the conviction before a hearing officer in the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS

LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Date: _____

(Signature)

STATE OF FLORIDA
COUNTY OF: _____

Sworn and subscribed before me this _____ day of _____, 20____
by _____ who is Personally known to me__ Or
who produced identification _____
(Type of Identification)

(Signature) Notary Public-State of Florida

(Printed, typed or stamped commissioned name of notary public)

My commission expires _____ (SEAL)

***THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE
TO BE DEEMED RESPONSIVE.***

RFQ FORM 5: NO FINANCIAL INTEREST STATEMENT

The undersigned guarantees the truth and accuracy of this statement.

The Respondent recognizes and certifies that no elected official, board member, or employee of the Town of Lauderdale-By-The-Sea (the "Town") shall have a financial interest directly or indirectly in this RFQ, related contract, if any, or any compensation to be paid under or through these matters, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the TOWN, nor any spouse, parent or child of such employee or elected or appointed officer of the TOWN, may be a partner, officer, director or proprietor of Respondent, and further, that no such TOWN employee or elected or appointed officer shall be employed by the firm or receive any compensation from the firm for a period of at least twelve (12) months after leaving the employ or agency of the TOWN.

Name of Business

By:

Signature

Print Name and Title

Mailing Address

RFQ FORM 6: E-VERIFY AFFIDAVIT

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, Lauderdale-By-The-Sea requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By submitting a response to this RFQ and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or online notarization, this ____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
(name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

RFQ FORM 7: Affidavit Attesting to Noncoercive Conduct

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: _____ (“Vendor”)
Vendor FEIN: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By:

Authorized Signature

Print Name and Title: _____

Date: _____

RFQ FORM 8: SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR CONSULTANT AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR CONSULTANT CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR CONSULTANT IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A STATEMENT OF QUALIFICATIONS/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

NAME OF RESPONDENT

By: _____
INDIVIDUAL'S NAME AND TITLE

FEIN OF PROPOSING OR BIDDING ENTITY

Date: _____

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this Project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 29 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract. No portion of the sum herein proposed will be paid to any employees or elected officials of Lauderdale-By-The-Sea or its consultants as a commission, kickback, reward, or gift, either directly or indirectly, by Respondent or any member of Respondent's firm or any officer of the Respondent.

Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, commission member, or employee of Lauderdale-By-The-Sea (the "Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town Commission members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Respondent or Consultant, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Consultant or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or Submittal is submitted and may be further disqualified from submitting any future bids or Submittals for goods or services to Town.

Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Consultant has personal knowledge of the matters set forth in its Submittal/Bid and is fully informed respecting the preparation and contents of the attached Submittal/Bid and all pertinent circumstances respecting the Submittal/Bid;
2. The Submittal/Bid is genuine and is not a collusive or sham Submittal/Bid; and
3. Neither the Respondent/Consultant nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Consultant, firm, or person to submit a collusive or sham Submittal/Bid, or has in any manner, directly or indirectly, sought by agreement or

RFQ FORMS

collusion or communication or conference with any other Respondent/Consultant, firm, or person to fix the price or prices in the attached Submittal/Bid or of any other Respondent/Consultant, or to fix any overhead, profit, or cost element of the Submittal/Bid price or the Submittal/Bid price of any other Respondent/Consultant, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Lauderdale-By-The-Sea or any person interested in the proposed Contract.

Respondent Initials

Scrutinized Companies

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFQ at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, 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.
2. If the Agreement that may result from this RFQ is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFQ at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFQ. 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.

Respondent Initials

RFQ FORMS

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Town are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

Respondent Initials

Truth in Negotiation Certificate (if applicable)

RFQ FORMS

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for Projects and services that may be offered pursuant to this Request for Submittals and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, Project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Town, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with Lauderdale-By-The-Sea, Florida.

Respondent Initials

Prohibition on Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Request for Submittals and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with Lauderdale-By-The-Sea, Florida. Consultant understands that for the breach or violation of this provision, the Town shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

Respondent Initials

Drug-Free Workplace Program

IDENTICAL TIE SUBMITTALS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Submittals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution,

RFQ FORMS

dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Respondent Initials

Acknowledgment of Conformance with OSHA Standards

Respondent acknowledges and agrees that we have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agrees to indemnify and hold harmless Lauderdale-By-The-Sea, against any and all liability, claims, damages losses and expenses they may incur due to our failure to comply with such act or regulation.

Respondent Initials

Exhibit 9 to the RFQ

**CONTINUING PROFESSIONAL SERVICES
AGREEMENT**

**LAUDERDALE
BY • THE • SEA**



Table of Contents

Section 1. Recitals	1
Section 2. Definitions	1
Section 3. Work Authorizations/Scope of Services/Compensation	2
Section 4. Term/Termination	4
Section 5. Additional Services and Changes in Scope of Services	5
Section 6. Survival of Provisions	6
Section 7. Town's Responsibilities	6
Section 8. Ethics	6
Section 9. Policy of Non-Discrimination/Wages	7
Section 10. Ownership of Documents/Deliverables	7
Section 11. Records/Audits	8
Section 12. No Contingent Fee	9
Section 13. Independent Contractor	9
Section 14. Assignment; Amendments	9
Section 15. Indemnification/Hold Harmless	10
Section 16. Insurance	10
Section 17. Representative of Town and Contractor	12
Section 18. Cost And Attorney's Fees/Waiver of Jury Trial	12
Section 19. All Prior Agreements Superseded	12
Section 20. Contractor's Responsibilities	13
Section 21. Subcontractors	13
Section 22. Notices	14
Section 23. Truth-In-Negotiation Certificate	15
Section 24. Dispute Resolution	15
Section 25. Consent to Jurisdiction	15
Section 26. Governing Law	16
Section 27. Headings	16
Section 28. Exhibits	16
Section 29. Severability	16
Section 30. Counterparts	16
 Exhibit 1. Request for Qualifications No. 24-07-01	
Exhibit 2. CONTRACTOR's response to the RFQ	

CONTINUING PROFESSIONAL SERVICES AGREEMENT

Between

TOWN OF LAUDERDALE-BY-THE-SEA

And

(CCNA)

THIS CONTINUING PROFESSIONAL SERVICES AGREEMENT (the “**Agreement**”) is made between the Town of Lauderdale-By-The-Sea, Florida, a Florida municipal corporation (the “**TOWN**”) and _____, a _____ corporation authorized to do business in the State of Florida, (the “**CONSULTANT**”).

WHEREAS, pursuant to Section 287.055, Florida Statutes, known as the Consultants’ Competitive Negotiation Act (“**CCNA**”), the TOWN issued RFQ No. _____ for Continuing Professional Services (the “**RFQ**”) and selected the **CONSULTANT** to provide professional _____ (fill in disciplines consultant was selected to provide) _____ services for the Town on an as needed basis; and

WHEREAS, the **CONSULTANT** is willing and able to perform such professional services for the TOWN within the basic terms and conditions set forth in this Agreement; and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize the **CONSULTANT** to perform a specific project, but to set forth certain terms and conditions that shall automatically be incorporated into subsequent Work Authorizations for specific projects.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and **CONSULTANT** agree as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and are incorporated herein.

SECTION 2. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning. Additional definitions provided for in the RFQ are also incorporated herein.

- 2.1 **Contract Documents** refers to this Agreement, the Request for Qualifications No. 24-07-01 (RFQ), attached hereto and incorporated herein as **Exhibit 1**, **CONSULTANT**’s response to the RFQ, opened __, attached hereto and incorporated herein as **Exhibit 2**, all

specifications, Certificate(s) of Insurance, Work Authorizations and all written amendments issued on or after the effective date of this Agreement.

In the event of conflict among the various components of the Contract Documents, the following shall govern in the following order: this Agreement, any written amendments thereto, the RFQ (**Exhibit 1**), CONSULTANT's Proposal (**Exhibit 2**), and Work Authorizations.

- 2.2 **Compensation** means the total amount paid by the TOWN for the CONSULTANT's professional services pursuant to an executed Work Authorization, exclusive of Reimbursable Expenses.
- 2.3 **Reimbursable Expenses** means the expenses directly attributable to the Work Authorization that are not Compensation in the Work Authorization, but that the TOWN agrees in writing will be costs the TOWN will reimburse to the CONSULTANT. Reimbursable Expenses may include, application and permit fees paid for securing approval of authorities having jurisdiction over the Work Authorization; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings and other documents specified the Work Authorization; travel expenses as provided in Paragraph 3.4 of this Agreement. Travel Expenses are not a reimbursed expense unless CONSULTANT has secured advance written authorization for such travel from the Town Manager.
- 2.4 **Subcontractor Fee** means the direct and actual cost of the subcontractor with no markup, as reflected by actual invoices of the subcontractor.
- 2.5 **Work Authorization** means the document issued by TOWN to a CONSULTANT authorizing a specific scope of services, the Compensation to be paid, the time frame to complete the work and other project specific details.

SECTION 3. WORK AUTHORIZATIONS;SCOPE OF SERVICES;COMPENSATION

- 3.1 In accordance with the CCNA, the CONSULTANT shall provide professional services to the TOWN for projects that are specified in Work Authorizations that may be approved from time to time by either the Town Commission or Town Manager as authorized by this Section 3. The TOWN reserves the right to select one or more firms to perform any specific project.
- 3.2 When the need for services for a specific project occurs, the Town Manager may, in his or her sole discretion, enter into negotiations with the CONSULTANT for a Work Authorization under the terms and conditions of this Agreement. The TOWN shall initiate said negotiations by providing the CONSULTANT with a "Scope of Services Request," requesting from the CONSULTANT a proposal to provide such professional services. The CONSULTANT shall prepare a proposal that addresses those subjects specified in subsection 3.3 (a) through (f). The Town Manager or designated representative and CONSULTANT shall negotiate the terms of the Work Authorization in accordance with the provisions of this Section 3. Each Work Authorization shall be deemed to incorporate this Agreement by this reference.

- 3.3 The TOWN and CONSULTANT shall utilize the TOWN's standard Work Authorization document, a copy of which is attached as **Exhibit 3**, to set forth, among other things, the following:
- a. The Scope of Services;
 - b. The tasks to be performed, including any deliverables;
 - c. The schedule to perform various tasks identified and the completion date of the entire scope of services;
 - d. The amount of Compensation and the proposed payment schedule;
 - e. The name of the CONSULTANT'S Project Manager and any subcontractors assigned to the Work Authorization; and
 - f. Any other details necessary to accomplish the specific project.
- 3.4 Travel Expenses, whether within or outside of Broward County, and whether to the specific project or otherwise, are not a reimbursed expense unless CONSULTANT has secured advance written authorization for such travel from the Town Manager. All approved travel expenses will be reimbursed in accordance with the TOWN's adopted travel policy.
- 3.5 The Compensation for a Work Authorization may be a lump sum or based on hourly rates with a maximum amount of Compensation that may not be exceeded without additional approval from the TOWN.
- 3.6 If the Town Manager determines that the CONSULTANT's services for a particular project are needed on an hourly basis, in lieu of a lump sum Compensation package, the CONSULTANT shall charge the TOWN for professional services at the hourly rates set forth in **Exhibit __**, which is attached and incorporated into this Agreement. The Work Authorization shall specify that the CONSULTANT's services shall be provided on an hourly basis with a maximum amount of Compensation that may not be exceeded without additional approval from the TOWN.
- 3.7 CONSULTANT will invoice the TOWN on a monthly basis for services rendered the previous month, or less frequently as the Work Authorization provides. The invoice shall identify work completed, by whom and the percentage of the Work Authorization completed. .

Within 10 days after receipt of the invoice, the Town shall notify CONSULTANT, in writing, of any discrepancies or disputed items on the invoice and indicate what corrective action on the part of the CONSULTANT is needed to make the invoice proper. The TOWN may request additional information, including but not limited to, all invoices, time records, expense records, accounting records and payment records of CONSULTANT. The TOWN shall pay the CONSULTANT the undisputed portion of the invoice within thirty (30) days of receipt of the invoice.

If a dispute arises concerning payment of an invoice, the Town Manager or designee shall commence proceedings to resolve the dispute within thirty (30) days after receipt of the invoice. The Town Manager shall make a final determination regarding any disputed portion of the invoice within forty-five (45) days of receipt of the invoice during which time the Town Manager or designee shall meet with the CONSULTANT to seek resolution of the disputed invoice.

- 3.8 The professional services to be rendered by the CONSULTANT shall commence within three days of the execution of the applicable Work Authorization unless provided otherwise in the Work Authorization. Performance of work by CONSULTANT prior to execution of a Work Authorization shall be at CONSULTANT's sole risk. Time is of the essence with regard to this Agreement and any Work Authorization issued hereunder.
- 3.9 The Town Manager is authorized to negotiate and execute a Work Authorization for projects in which the CONSULTANT'S services do not exceed \$20,000.00. Any services exceeding \$20,000.00 require Town Commission approval. Should the Town Commission formally increase the Town Manager's authority to execute Work Authorizations, this Agreement shall automatically be adjusted to reflect that higher authority level.
- 3.10 In the event that a Work Authorization for design is based on budgeted funds available for a project, the following shall apply: Should the lowest responsible, responsive proposal or bid submitted by a third party for construction of a project designed by CONSULTANT exceed the CONSULTANT's final written estimate of construction costs ("Final Estimate") by 10% or more, CONSULTANT, at no additional cost to the TOWN, shall provide value engineering and redesign as necessary to reduce construction costs to be within 10% of the Final Estimate.

SECTION 4. TERM/TERMINATION

- 4.1 **Term of Agreement.** This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of five years, until _____, unless terminated earlier pursuant to this Agreement.

At the TOWN's option, this Agreement may be renewed for two successive two-year renewal terms under the same terms and conditions if mutually agreeable to the parties.

- 4.2 **Termination For Convenience.** The TOWN shall have the right at any time to terminate this Agreement for any reason whatsoever or without reason, upon thirty (30) calendar days' written notice to CONSULTANT. If any such termination notice is provided by the TOWN, the CONSULTANT shall immediately cease work on any Work Authorizations issued under this Agreement upon receipt of the notice from the TOWN. In the event the TOWN terminates the Agreement as provided for herein through no fault of the CONSULTANT, the TOWN shall pay to the CONSULTANT for work completed pursuant to this Agreement to the satisfaction of the TOWN, its reasonable documented costs actually incurred as of the date of the termination notice. Under no circumstances shall the TOWN make payment of profit for services that have not been performed.

- 4.3 **Termination For Cause.** This Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Agreement or causes it to be terminated by the TOWN, the CONSULTANT shall indemnify and hold the TOWN harmless against any loss pertaining to such termination. In the event that the CONSULTANT is terminated by the TOWN for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 4.2 and the provisions of Section 4.2 shall apply.
- 4.4 **Non-Exclusive Agreement.** Notwithstanding the provisions of this Agreement, the Town Manager may issue requests for proposals at any time and may utilize the services of any other CONSULTANT retained by the TOWN under continuing services agreements for the same or similar services. Nothing in this Agreement shall be construed to give the CONSULTANT a right to perform services for a specific project.
- 4.5 **Town Right to Extend.** At the sole discretion of the Town Manager, this Agreement may be extended for a period of up to one hundred fifty (150) days beyond the specified expiration date in Section 4.1 if such extension is deemed by the Town Manager to be in the best interest of the Town. Extensions beyond one hundred fifty (150) days must be approved by the Town Commission.

SECTION 5. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

- 5.1 **Change Order Defined.** A Change Order shall mean a written order to the CONSULTANT executed by the TOWN and CONSULTANT, issued after execution of a Work Authorization, authorizing and directing a change in the Scope of Services or an adjustment in the Compensation or the completion time, or any combination thereof. A Work Authorization shall only be modified by an executed Change Order or the issuance of a new Work Authorization.
- 5.2 **Effect of Executed Change Order.** The execution of a Change Order by the TOWN and the CONSULTANT shall constitute conclusive evidence of the CONSULTANT and the TOWN's agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The CONSULTANT, by executing the Change Order, waives and forever releases any claim against the TOWN for additional time or Compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order. The CONSULTANT agrees that no claim for delay damages shall be asserted against the TOWN and hereby waives the right to assert any such claim.

SECTION 6. SURVIVAL OF PROVISIONS

Any terms or conditions of either this Agreement or any subsequent Work Authorization that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

SECTION 7. TOWN'S RESPONSIBILITIES

- 7.1 TOWN shall assist CONSULTANT by providing CONSULTANT with available information that is pertinent to the Work Authorization as may be requested in writing by the CONSULTANT and allow reasonable access to pertinent information relating to the services to be performed by CONSULTANT.
- 7.2 TOWN shall provide CONSULTANT access to TOWN property as required for CONSULTANT to perform services under this Agreement or any Work Authorization.

SECTION 8. ETHICS

- 8.1 The applicable code of ethics from the state professional organization of the CONSULTANT's professional discipline shall be incorporated in this Agreement by this reference. For example, for engineers, the code of ethics of the Florida Engineering Society shall be incorporated in this Agreement by this reference. If there is not a code of ethics from the state professional organization, then the code of ethics from the national professional organization shall be incorporated.
- 8.2 CONSULTANT warrants and represents that its employees shall abide by the applicable provisions of the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes, and Broward County Code of Ethics (County Code Section 1-19), as they may be amended from time to time.
- 8.3 No officer or employee of the Town of Lauderdale-By-The-Sea, Florida, 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.
- 8.4 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. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.

SECTION 9. POLICY OF NON-DISCRIMINATION/WAGES

- 9.1 The CONSULTANT shall comply with all federal, state, and local laws and ordinances applicable to the work or services provided under this Agreement or any Work Authorization and shall not engage in or commit any discriminatory practice against any person based on race, color, religion, sex, sexual orientation, age, marital status, national origin, physical or mental disability, political affiliation or any other factor which cannot

be lawfully used as a basis for service delivery in the performance of work under this Agreement or a Work Authorization.

- 9.2 If a specific project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, CONSULTANT shall be required to comply with such provisions.

SECTION 10. OWNERSHIP OF DOCUMENTS/DELIVERABLES

- 10.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the TOWN or furnished by the CONSULTANT pursuant to this Agreement and any Work Authorization shall become the property of the TOWN, whether the Work Authorization for which they are made is completed or not, and shall be delivered by CONSULTANT to the TOWN within 10 calendar days after written notice requesting delivery of such documents. In no event shall the CONSULTANT use, or permit to be used, any of the documents, without the TOWN'S prior written authorization.
- 10.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the CONSULTANT for a Work Authorization shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the TOWN.
- 10.3 All final plans and documents prepared by the CONSULTANT shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida and date approved and/or sealed.
- 10.4 All deliverables should be provided in hard copy format as well as electronic format to the TOWN. Drawings should be provided in CADD and PDF, spread sheets in Microsoft Excel, and written documentation in Microsoft Word. The date of submittal to the TOWN shall be deemed to be the later of delivery of hard copies or delivery of electronic copies as applicable.

SECTION 11. RECORDS/AUDITS

- 11.1 CONSULTANT shall maintain and require subcontractors to maintain, complete and correct records, books, documents, papers and accounts pertaining to each Work Authorization and any work performed in connection with this Agreement. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the Town Manager or any authorized TOWN representative with reasonable notice and shall be kept for a period of five (5) years after the completion of each Work Authorization or such longer time as may be required by applicable law. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by, or reimbursement to, the TOWN of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the TOWN.
- 11.2 The CONSULTANT shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:
- (a) CONSULTANT agrees to keep and maintain public records in CONSULTANT's possession or control in connection with CONSULTANT's performance under this Agreement. CONSULTANT additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.
 - (b) Upon request from the TOWN's custodian of public records, CONSULTANT shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.
 - (d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONSULTANT shall be delivered by the CONSULTANT to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONSULTANT shall be delivered to the Town in a format that is compatible with the TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONSULTANT shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
 - (e) Any Compensation due to CONSULTANT shall be withheld until all records are received as provided herein.

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

- 11.3 Refusal of the CONSULTANT to comply with the provisions of Sections 11.1 or 11.2 shall be grounds for immediate termination for cause by the TOWN of this Agreement or any Work Authorization.

SECTION 12. NO CONTINGENT FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the CONSULTANT violates this provision, the TOWN shall have the right to terminate this Agreement or any Work Authorization, without liability, and at its sole discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. INDEPENDENT CONTRACTOR

The CONSULTANT is an independent contractor under this Agreement and any Work Authorizations. Services provided by the CONSULTANT shall be by employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement or any Work Authorizations shall be those of the CONSULTANT.

SECTION 14. ASSIGNMENT; AMENDMENTS

- 14.1 This Agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the TOWN, which may be withheld in the TOWN’s sole discretion.
- 14.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 15. INDEMNIFICATION/HOLD HARMLESS

- 15.1 The CONSULTANT shall indemnify and hold harmless the TOWN and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent such liabilities, damages, losses, or costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT or any persons employed or utilized by the CONSULTANT in the performance of this Agreement or any Work Authorization.
- 15.2 CONSULTANT acknowledges that specific consideration has been paid or will be paid under this Agreement and each Work Authorization for the above hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 16.
- 15.3 Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes. The provisions of this Section 15 shall survive termination of this Agreement.

SECTION 16. INSURANCE

The CONSULTANT shall secure and maintain throughout the duration of this Agreement and any Work Authorization, insurance of such type and in such amounts necessary to protect its interest and the interest of the TOWN against hazards or risks of loss as specified below. The insurance coverage shall be primary insurance with respect to the CONSULTANT, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the CONSULTANT'S insurance and shall not contribute to the CONSULTANT'S insurance. The following minimum insurance coverage requirements shall apply on a per project basis:

- 16.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for Statutory Limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the CONSULTANT shall be allowed to provide services pursuant to this RFQ who is not covered by Worker's Compensation insurance.
- 16.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the TOWN and the CONSULTANT against claims for injuries to members of the public and/or damages to property of others arising from the CONSULTANT'S use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000 per occurrence

for Bodily Injury and Property Damage, Hired & Non-Owned Auto Liability. Defense Costs must be ‘outside the limits’ of liability.

- 16.3 **Comprehensive General Liability.** This insurance shall be written on a “per occurrence” basis only in comprehensive form and shall protect the TOWN and the CONSULTANT against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONSULTANT or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000 per occurrence combined single limit, or \$1,000,000 per occurrence/\$2,000,000 general aggregate for Bodily Injury and Property Damage and general aggregate for Products/Completed Operations. Comprehensive General Liability insurance shall include endorsements for property damage; personal injury, contractual liability; completed operations; products liability and independent contractors coverage. Defense Costs must be ‘outside the limits’ of liability.
- 16.4 **Professional Liability:** \$1,000,000 per incident. If coverage is written on a claims-made form, the retroactive date of coverage shall be no later than the inception date of the claims made coverage, unless the prior act policy was extended indefinitely to cover prior period acts. Provisions shall be made to provide coverage beyond the policy year, when necessary. Defense Costs must be ‘outside the limits’ of liability.

At the Town’s sole discretion, the requirement for professional liability insurance may be waived in certain limited circumstances based on the nature of a specific project.

- 16.5 **Certificate of Insurance:** Concurrent with the execution of this Agreement and prior to the execution of a Work Authorization, the CONSULTANT shall provide the TOWN an original Certificate of Insurance documenting compliance with each required insurance policy. The TOWN is to be specifically included as an Additional Insured for General Liability and Auto Liability of the CONSULTANT resulting from operations performed by or on behalf of TOWN in performance of this or any Work Authorization. The General Liability Additional Insured Endorsement MUST include ‘Completed Operations’ using the latest version of CG 20 37 04 13- Additional Insured-owners, lessees, or contractors-**Completed Operations** & CG 20 10 04 13 Additional Insured-owners, lessees or contractors-scheduled person or organization. Each Certificates of Insurance shall be endorsed with a provision that not less than thirty (30) calendar days’ written notice shall be provided to the TOWN before any policy or coverage is cancelled or restricted. CONSULTANT’s proposed insurance coverage is subject to approval of the Town Manager, in the Town Manager’s sole discretion.

CONSULTANT’S insurance, including that applicable to the TOWN as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the TOWN shall be in excess of and shall not contribute to CONSULTANT’S insurance. CONSULTANT’S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

- 16.6 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The CONSULTANT shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The Town Manager may require the CONSULTANT, as a condition of execution of a particular Work Authorization, to provide a bond or other monetary consideration to cover the CONTRACTORS' deductible for Professional Liability Insurance.
- 16.7 Insurance carriers providing the insurance required by this Agreement or any Work Authorization must be licensed in the State of Florida as evidenced by certificates of authority from the Department of Financial Services of the State of Florida, or have an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have and must maintain a rating of "A" or better according to the A.M. Best Company. If during the period when an insurer is providing insurance required by this Agreement an insurer shall fail to comply with the foregoing minimum requirements, the Town shall be notified in writing as soon as possible. The Contractor shall have 20 days to replace such insurance with an insurer who meets the acceptable insurance provider requirements as stated herein.
- 16.8 The TOWN reserves the right to change the insurance requirements depending upon the scope of work in a Work Authorization.

SECTION 17. REPRESENTATIVE OF TOWN AND CONSULTANT

- 17.1 **TOWN Representative.** It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager, or his/her designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.
- 17.2 **CONSULTANT Representative.** CONSULTANT shall inform the TOWN Representative, in writing, of the representative of the CONSULTANT to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

SECTION 18. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

- 18.1 If either the TOWN or CONSULTANT is required to enforce the terms of this Agreement or any Work Authorization by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and attorney's fees in any state or federal administrative, circuit court and appellate court proceedings.
- 18.2 In the event of any litigation arising out of this Agreement or any Work Authorization, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 20. CONSULTANT'S RESPONSIBILITIES

- 20.1 Any and all drawings, plans, specifications, or other construction or contract documents prepared by the CONSULTANT shall be accurate, coordinated and adequate for construction, as applicable, and shall comply with all applicable TOWN Codes, county, state and federal laws, rules and regulations.
- 20.2 The CONSULTANT shall exercise the same degree of care, skill and diligence in the performance of the services for each Work Authorization as is ordinarily provided by a professional engineer, architect, landscape architect, surveyor or mapper, as applicable, under similar circumstances. If at any time during the term of any Work Authorization or the construction of a specific project for which the CONSULTANT has provided engineering, architectural landscape architectural, surveying or mapping services under a prior Work Authorization, it is determined that the CONSULTANT's documents are incorrect, defective or fail to conform to the Scope of Services of the particular Work Authorization, upon written notification from the TOWN, the CONSULTANT shall immediately proceed to correct the work, re-perform services that failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the TOWN for any other services and expenses made necessary thereby, save and except any costs and expenses which the TOWN would have otherwise paid absent the CONSULTANT's error or omission. The TOWN's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement or the Work Authorization, in equity or otherwise.
- 20.3 The CONSULTANT'S obligations under Paragraph 20.2 of this Agreement shall survive termination of this Agreement or Work Authorization.
- 20.4 CONSULTANT shall comply with all laws, ordinances, and governmental rules, regulations and order, now or at any time during the term of the Agreement, which are applicable to or which affect the work performed under this Agreement or any Work Authorization or any procedures of the CONSULTANT for such work.

SECTION 21. SUBCONTRACTORS

- 21.1 In the event the CONSULTANT requires the services of any subcontractors or other professional associates in connection with services covered by any Work Authorization, the CONSULTANT must secure the prior written approval of the Town Manager.

- 21.2 Any subcontract with a subcontractor shall afford to the TOWN rights against the subcontractor which correspond to those rights afforded to the TOWN against the CONSULTANT herein, including but not limited to those rights of termination as set forth herein.
- 21.3 No reimbursement or payment shall be made to the CONSULTANT for any subcontractors that have not been previously approved by the TOWN for use by the CONSULTANT and CONSULTANT's solely responsible for use of unimproved subcontractors.
- 21.4 CONSULTANT shall provide the Town Manager with evidence of insurability consistent with the minimum insurance coverage requirements in Section 16 of this Agreement for all subcontractors proposed by CONSULTANT to perform services under this Agreement or any Work Authorization. The subcontractor's insurance shall list the TOWN as an Additional Insured for General Liability and Auto Liability of the subcontractor resulting from operations performed by or on behalf of TOWN in performance of this Agreement or any Work Authorization.

SECTION 22. NOTICES

Whenever either party desires to give notice to the other, it must be given by email, hand delivery, or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

Telephone: ()
Email:

FOR TOWN:

Town of Lauderdale-By-The-Sea
Attention: Town Manager
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: (954) 640-4200
Email: Townmanager@lbts-fl.gov

With a copy to:

Town of Lauderdale-By-The-Sea
Attention: Town Attorney
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: (954)763-4242
Email: STrevarthen@wsh-law.com

SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement and any Work Authorization by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the Compensation of this Agreement, or any Work Authorization are accurate, complete, and current at the time of contracting. Each Work Authorization's Contract Prices and any additions shall be adjusted to exclude any significant sums by which the TOWN determines the Work Authorization Contract Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Work Authorization.

SECTION 24. DISPUTE RESOLUTION

- 24.1 Any dispute concerning performance of this Agreement shall be decided by the TOWN, who shall reduce the decision to writing and serve a copy on the CONSULTANT. The decision shall be final and conclusive unless within 21 calendar days from the date of receipt, the CONSULTANT files with the TOWN a petition for an administrative hearing. The TOWN's decision on the petition shall be final, subject to the CONSULTANT's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the CONSULTANT's ability to pursue any other form of dispute resolution, including, but not limited to, litigation; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
- 24.2 Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Broward County, Florida.

SECTION 25. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement or any Work Authorization. Venue of any action to enforce this Agreement or any Work Authorization shall be in Broward County, Florida.

SECTION 26. GOVERNING LAW

This Agreement and any Work Authorization shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 27. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 28. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 29. SEVERABILITY

If any provision of this Agreement or any Work Authorization 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 30. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

SECTION 31. SCRUTINIZED COMPANIES

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

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

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

SECTION 32. E-VERIFY

In accordance with Section 448.095, Florida Statutes, the TOWN requires all contractors doing business with the TOWN to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The TOWN will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the CONSULTANT acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

Revised 7-2024

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The TOWN , signing by and through its Town Manager, attested to by its Town Clerk, duly authorized to execute same and by CONSULTANT by and through its _____, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

ATTEST:

TOWN OF LAUDERDALE BY-THE-SEA

Katrina Adler
Town Clerk

By: _____
Linda Connors
Town Manager

Date: _____

Approved as to form and legality
for the use of and reliance by the
Town only:

Susan L. Trevarthen
Town Attorney

CONSULTANT

By: _____
Name/Title

Date: _____

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, Lauderdale-By-The-Sea requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By submitting a response to this RFQ and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
_____(name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

EXHIBIT B
TOP-RANKED FIRMS

1. Flynn
2. Baxter & Woodman
3. Kimley-Horn
4. Caulfield & Wheeler
5. Carnahan, Proctor, and Cross
6. Walters Zackria
7. Hitchcock Design Group



Agenda Item No: 13.b.

Town Commission Agenda Item Report

Meeting Date: September 18, 2024

Submitted By: Leroy Chasmer, Public Works Supervisor

Submitting Department: Public Works

Item Type: Action Item

Agenda Section: NEW BUSINESS

Subject Title: Hardship Parking Permit Applications

Explanation: Section 19-26(c) of the Town's Code of Ordinances addresses hardship parking permits for the customers of hotels, motels, apartments and other businesses. A hardship parking permit allows the permit holder to park in an open metered space within a designated area. There are no spaces reserved for hardship parking permits and hardship parking permits cannot be used to park in a space reserved for those with a Residential Parking Permit.

The code provides that the Town Commission shall consider "all applications for non-exclusive hardship permits for the use by and may approve or deny applications for hardship permits for meters within specific geographic locations." The cost of a hardship parking permit is \$324 annually (plus \$22.68 tax) per space. Although staff is not proposing an increase at this time, we are researching pricing in other communities to propose future increases if warranted. The hardship parking permit cost was last increased in FY18.

Because parking in the town is limited, we have not previously granted hardship permits when the combination of hardship and physical parking spaces exceeded the legal number of residential units on the property. However, there are four hotels that are requesting more parking spaces than their number of residential units which is in conflict with this practice. In these cases, staff recommends denial.

The request and staff recommendation are outlined in the table below.

Business	Address	Assigned Space #s (A&B)	Street	FY 23 Approved	FY 24 Requested	#of Units	#of Parking Spaces	Recommended
Windjammer Resort	4244 El Mar Dr	72-83	Datura	5	5	33	28	5
Ocean Terrace	4565 El Mar Dr	284-289 or El Prado Lot	Washingtonia	3	5	5	0	5

Sea Cliff Apts	4201 El Mar Dr	90-98	Hibiscus	1	1	12	11	1
Parkhill Apts	4144 El Mar Dr	90-98	Hibiscus	5	6	12	6	6
Sea Spray Inn	4245 El Mar Dr	72-83	Datura	2	2	6	6	0
Sea Spray Pool	4301 El Mar Dr	72-83	Datura	4	4	12	9	3
Coral Key Inn	4601 El Mar Dr	284-289 or El Prado Lot	Washingtonia	3	2	13	7	2
Beachside Village Resort	4553 El Mar Dr	284-289 or El Prado Lot	Washingtonia	0	2	14	12	2
Ocean Terrace Beachside Condo	4564 El Mar Dr	284-289 El Prado	Washingtonia	2	2	8	6	2
Tides Inn	4628 El Mar Dr	284-289 or El Prado Lot	Washingtonia	3	5	12	10	2
Blue Strawberry	4208 N Ocean Dr	90-98	4312 South Ocean Lot	0	4	34	20	2
Apartments	4344 E. Tradewinds	307-322	E. Tradewinds	2	2	2	0	2

Recommendation: Staff recommends that the Town Commission approve thirty-two (32) Hardship Permit Applications for FY 24.

Exhibits: None



Town Commission Agenda Item Report

Meeting Date: September 18, 2024

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

Submitting Department: Administration

Item Type: Ordinance

Agenda Section: ORDINANCES 1st Reading

Subject Title: ORDINANCE NO. 2024-08: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 14, "OFFENSES," ARTICLE III, "RESTRICTIONS ON RESIDENCY BY SEXUAL PREDATORS AND SEXUAL OFFENDERS," OF THE CODE OF ORDINANCES TO AMEND AND CREATE DEFINITIONS AND IMPLEMENT STRICTER ENFORCEMENT MECHANISMS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

Explanation: Section 775.215, Florida Statutes, establishes residency restrictions for registered sexual offenders and sexual predators. State law prohibits such individuals from residing within 1,000 feet of schools, parks, playgrounds, or other locations where children regularly congregate. These restrictions are intended to limit contact between sexual offenders and vulnerable populations. The Florida Department of Law Enforcement (FDLE) maintains a registry that tracks sexual offenders and their compliance with these residency requirements. Violations of these restrictions can lead to criminal penalties.

In addition to state law, case law has determined that this statute does not fully preempt the field of regulation and allows more strict local regulation. Municipalities across Florida have adopted more restrictive residency requirements, often imposing stricter buffer zones or additional conditions that offenders must comply with. These local ordinances supplement the state's regulations and reflect the unique concerns of individual communities.

The Town established its own residency restrictions for sexual offenders, supplementing the provisions of Florida law, in 2007. The Town's regulations prohibit registered sexual offenders from residing within 2,250 feet of schools, parks, playgrounds, and other locations frequented by children. Additionally, the Town's code currently defines a permanent residence as "a place where the person abides, lodges, or resides for five or more consecutive days."

At the July 23, 2024 Town Commission meeting, Commissioner Pouloupoulos asked that the Administration work with the Town Attorney to examine whether there were ways in which these regulations could be strengthened, and there was a consensus of the Town Commission to conduct this analysis and bring back any changes that were recommended.

The proposed Ordinance strengthens the protections for our community by increasing the age of the victim used to trigger sexual violator status from less than 16 years of age as provided in state law and in the current Code, to less than 18 years of age, thereby covering all juvenile victims of qualifying offenses. This change is stricter than state law, and is therefore permissible.

Furthermore, the proposed Ordinance strengthens the grandfather provisions of the current regulations to ensure clarity and enforceability. The current rules exempt anyone who was a permanent resident of the Town prior to their 2007 enactment at their existing residence **and** anywhere they might choose to move within the Town. As revised, sexual violators who were permanent residents before the adoption of the proposed Ordinance can remain in their current permanent residences as required by law. However, the Ordinance deems an absence from the registered address for more than 180 consecutive days, as shown on the FDLE Sexual Violator registration records, a lack of continuous permanent residency resulting in a forfeiture of the exemption.

The proposed Ordinance also includes several updates, definitions, clarifications, and corrections.

- It addresses the scrivener's errors found in the current regulations, and simplifies the language by consolidating all the qualified crimes and statutes applicable under one definition: "sexual violator". Instead of using separate terms like "sexual predator" and "sexual offender," the ordinance now uses the single term "sexual violators."
- It also streamlines terminology by defining locations that registered sexual offenders must avoid, such as schools, parks, playgrounds, and other places frequented by children, as "child safety zones."
- It modifies and creates definitions of "reside", temporary residence", "transient residence", and "permanent residence" to more closely follow state law.
- The penalty provision of the current regulation has been revised to conform to the general penalty applicable to all ordinance violations in Chapter 1 of the Code, in conformance with state statute.

Recommendation: Approve the first reading of Ordinance 2024-08, and schedule second reading for the October 8 Town Commission meeting.

Exhibits:

1. Ordinance 2024-08 - Amending Chapter 14 Offenses of The Town Code

ORDINANCE NO. 2024-08

**AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, AMENDING CHAPTER 14, "OFFENSES,"
ARTICLE III, "RESTRICTIONS ON RESIDENCY BY
SEXUAL PREDATORS AND SEXUAL OFFENDERS," OF
THE CODE OF ORDINANCES TO AMEND AND CREATE
DEFINITIONS AND IMPLEMENT STRICTER
ENFORCEMENT MECHANISMS; PROVIDING FOR
CODIFICATION, SEVERABILITY, CONFLICTS AND AN
EFFECTIVE DATE.**

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

WHEREAS, Article VIII, Section 2(b) of the Florida Constitution and § 166.021, Florida Statutes, grant the Town authority to adopt such provisions in order to protect the health, safety, and welfare of its residents; and

WHEREAS, attacks on children by registered sex offenders within the State of Florida have shed light upon the necessity of providing greater protection to children from the risks posed by registered sex offenders; and

WHEREAS, the Town Commission desires to amend Chapter 14, “Offenses,” Article III, “Restrictions on Residency by Sexual Predators and Sexual Offenders,” of the Town Code of Ordinances to adopt definitions and implement stricter enforcement mechanisms; and

WHEREAS, the Town Commission finds that this Ordinance is in the best interests of the Town and its residents.

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

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

Section 2. Amendment. Chapter 14, “Offenses,” Article III, “Restriction on Residency by Sexual Predators and Sexual Offenders,” of the Town Code of Ordinances, is hereby amended to read as follows¹:

* * *

Chapter 14 – OFFENSES

* * *

ARTICLE III. - RESTRICTIONS ON RESIDENCY BY SEXUAL VIOLATORS, ~~SEXUAL PREDATORS AND SEXUAL OFFENDERS~~

Sec. 14-80. - Findings and intent.

(a) The Town Commission finds:

- (1) Repeat sexual violators ~~offenders~~, ~~sexual offenders~~ who use physical violence, and ~~sexual offenders who~~ prey on children are predators who present an extreme threat to the public safety; and
- (2) Sexual violators ~~offenders~~ and ~~sexual predators~~ are extremely likely to use physical violence and to repeat their offenses; and
- (3) Most sexual violators ~~offenders~~ and ~~sexual predators~~ commit many offenses, have many more victims than are ever reported, and are prosecuted for only a fraction of their crimes; and
- (4) The cost of sexual violators ~~offender~~ victimization to children and to society at large, while incalculable, takes a tremendous toll on those who are victimized and the surrounding community as well.

¹ Additions to existing text are shown in underline. Deletions are shown in strikethrough. Additions to existing text since 1st reading are shown in double underline. Deletions since 1st reading are shown in double strikethrough.

(b) It is the intent of the Town Commission in adopting this article to serve the Town's compelling interest to promote, protect and improve the health, safety and welfare of the citizens of the Town by creating areas around locations where children regularly congregate in concentrated numbers wherein certain sexual violators ~~sexual offenders and sexual predators~~ are prohibited from establishing temporary or permanent residence.

Sec. 14-81. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Beach, ~~for the purpose of this chapter~~, means the zone of unconsolidated material that extends landward from the mean low water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves.

Child safety zone. An area containing schools, designated public or private school bus stops, day care centers, parks, beaches, and playgrounds, or other place where children regularly congregate.

Park means an area of land set aside for public use or maintained for recreational and ornamental purposes, usually consisting of beaches, grassed areas, trees, paths, sports fields, playgrounds, picnic areas and/or other features for amusement and relaxation.

Permanent residence means a place where the person abides, lodges, or resides for ~~five~~three or more consecutive days. For the purpose of calculating a permanent residence under this paragraph, the first day that a person abides, lodges, or resides at a place is excluded and each subsequent day is counted. A day includes any part of a calendar day.

Reside means to live, remain, or locate for the purpose of abiding, lodging, or dwelling in a permanent, transient, or temporary residence.

~~*Sexual offender*, for purposes of this chapter, shall be defined as provided by F.S. § 943.0435(a), as may be amended from time to time.~~

~~*Sexual predator*, for purposes of this chapter, shall be defined as a repeat sexual offender, a sexual offender who uses physical violence, a sexual offender who preys on children or as~~

otherwise defined by F.S. § 775.21, also known as the Florida Sexual Predators Act, as may be amended from time to time.

Sexual violator means any person who has been convicted of any Felony Sexual Offense in any jurisdiction, in which the victim of the offense was less than 18 years of age, as that term was applied and used by the jurisdiction in which the person was convicted, regardless of whether adjudication has been withheld. This term includes, without limitations, offenses qualifying a convicted felon as a sexual predator as provided by F.S. § 775.21 and as a sexual offender as provided by F.S. § 943.0435.

Temporary residence means a place where the person abides, lodges, or resides, including, but not limited to, vacation, business, or personal travel destinations in or out of this state, for a period of ~~five~~ three or more days in the aggregate during any calendar year and which is not the person's permanent address or, for a person whose permanent residence is not in this state, a place where the person is employed, practices a vocation, or is enrolled as a student for any period of time in this state. For the purpose of calculating a temporary residence under this paragraph, the first day that a person ~~routinely~~ abides, lodges, or resides at a place is excluded and each subsequent day is counted. A day includes any part of a calendar day. ~~for period of four or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence.~~

Transient residence means a place where the person lives, remains, or is located for the purpose of abiding, lodging, or residing for a period of three or more days in the aggregate during a calendar year and which is not the person's permanent or temporary address. The term includes, but is not limited to, a place where the person sleeps or seeks shelter and a location that has no specific street address. For the purpose of calculating a transient residence under this paragraph, the first day that a person lives, remains, or is located in a place for the purpose of abiding, lodging, or residing is excluded and each subsequent day is counted. A day includes any part of a calendar day.

Sec. 14-82. – Sexual violator offender and sexual predator residence prohibition; penalties; exceptions.

- (a) It is unlawful for any sexual violator or a person who has been convicted of a violation of F.S. §§ 794.011, 800.04, 827.071 or 847.0145, or of a similar crime in another jurisdiction, regardless of whether the adjudication has been withheld, in which the victim of the offense

was less than 18~~6~~ years of age, to establish a permanent, transient, residence or temporary residence within 2,250 feet of any child safety zone school, ~~designated public school bus stop, day care center, park, playground, beach or other place where children regularly~~ congregate.

~~(b) It is unlawful for any person who is required to register as a sexual offender or sexual predator under the laws of the State of Florida, to establish a permanent residence, to establish a permanent residence or temporary residence within 2,250 feet of any school, designated public school bus stop, day care center, park, playground, or other place where children regularly congregate.~~

~~(e)(b)~~ For purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the permanent residence or temporary residence to nearest outer property line of a child safety zone school, ~~designated public school bus stop, day care center, park, playground, or other place where children~~ regularly congregate.

~~(d)(c)~~ A person permanently residing within 2,250 feet of any child safety zone school, ~~designated public school bus stop, day care center, park, playground, or other place where children regularly congregate~~ does not commit a violation of this article ~~section~~ if any of the following apply:

(1) The person established the permanent residence prior to ~~the date of adoption~~ [March 13, 2007], the date of adoption of the ordinance establishing this article.

(2) The person was a minor when he/she committed the offense and was not convicted as an adult.

(3) The person is a minor and is not emancipated.

(4) The child safety zone school, ~~designated public school bus stop, or day care center~~ within 2,250 feet of the person's permanent residence was opened or established after the person established the permanent residence.

(5) ~~If the person was a resident prior to the adoption of the ordinance adopting this article and elects to move within the Town limits. Any sexual violator who has~~ established a permanent residence within the Town prior to October 8, 2024, shall

be permitted to continue to reside at that location, provided that the sexual violator registered their address with the Town before October 8, 2024.

- (6) Any sexual violator who may be grandfathered under subsections (c)(1) or (c)(5) of this section loses this exception upon relocation for more than 180 consecutive days from their permanent residence, as shown on the FDLE Sexual Violator registration records. Such relocation shall constitute a lack of continuous residence and a forfeiture of the applicability of this exception.

Sec. 14-83. - Property owners and property managers prohibited from renting real property to certain sexual violators, ~~sexual offenders and sexual predators~~; penalties.

- (a) It is unlawful for any property owner or property manager or his or her agent or assignee to knowingly let, rent, or allow to be occupied free of charge any place, structure, or part thereof, trailer or other conveyance, with the knowledge that it will be used as a permanent, transient or temporary residence ~~or temporary residence~~ by any person prohibited from establishing such ~~permanent residence of temporary~~ residence pursuant to any provision of this Code, if such place, structure, or part thereof, trailer or other conveyance, is located within 2,250 feet of any child safety zone school, ~~designated public school bus stop, day care center, park, playground, beach or other place where children regularly congregate.~~

- (b) A property owner's or property manager's failure to comply with provisions of this section shall constitute a violation of this section and shall subject the property owner or property manager to the code enforcement provisions and procedures as provided in chapter 4 6.5 of this Code, including the provisions of chapter 4 6.5 that allow the Town to seek relief as otherwise provided by law. A property owner or property manager shall be in violation of this ~~Code section~~ article if they knew or should have known that an occupant of property under their control was in violation of this Code. A property owner or property manager who is found to be in violation of this article ~~Code section~~ shall be issued a notice to appear.

Sec. 14-84. - Penalties.

- ~~(a)~~ A sexual violator found to be in violation of this article shall be punished pursuant to section 1-12 of this Code, in accordance with the requirements of Florida Statutes. A sexual predator or sexual offender found to be in violation of this section shall be subject to arrest

or issued a notice to appear and shall appear at the prearranged court date to answer the charge. Once notified of the residency restriction, the person shall have two weeks to vacate the premises. A person who fails to vacate the premises within two weeks after receiving notice to the residency restriction shall be subject to arrest.

~~(b) Any person who violates this section shall be punished by a fine not exceeding \$500.00 or by imprisonment for a term not exceeding 60 days, or by both such fine and imprisonment; for a second or subsequent conviction of a violation of this section, such person shall be punished by a fine not to exceed \$1,000.00 or imprisonment in the County jail not more than 12 months, or by both such fine and imprisonment.~~

~~(c) Each day a violation of this section article continues, following the two-week notice provided in subsection (a) above, constitutes a separate violation of this article.~~

Secs. 14-85—14-89. - Reserved.

* * *

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 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 such conflict.

Section 6. Effective Date. This Ordinance shall become effective immediately upon passage on second reading.

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

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

MAYOR EDMUND MALKOON

	First Reading	Second Reading
Mayor Malkoon	_____	_____
Vice-Mayor Strauss	_____	_____
Commissioner Pouloupoulos	_____	_____
Commissioner Denapoli	_____	_____
Commissioner Graziano	_____	_____

ATTEST:

Town Clerk Katrina Adler

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney