

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday, October 8, 2024

6:30 PM



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

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

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

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

Regular Town Commission

Tuesday, October 8, 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 McGuiness representing the Bahai Faith**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
 - 5.a. Camera Clinic Proclamation
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
8. **TOWN MANAGER REPORT**
 - 8.a. Town Manager Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - 10.a. Approval of minutes for September Meetings
11. **CONSENT AGENDA**
 - 11.a. Special Event Application: Breast Cancer Vigil 10.16.24
 - 11.b. RESOLUTION 2024-42- A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A FIRST AMENDMENT TO THE MEMORANDUM OF AGREEMENT WITH THE BROWARD COUNTY SHERIFF'S OFFICE FOR ENHANCED PATROL SERVICES IN THE AMOUNT OF \$100,000 FOR THE 2024/2025 FISCAL YEAR AND IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR FUTURE FISCAL YEARS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.
 - 11.c. Special Event Application: Seaside Players, 'The Outsider' November 2024
 - 11.d. RESOLUTION 2024-43- A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH EVOLVTEC FOR CCTV SECURITY CAMERA MAINTENANCE SERVICES, UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF OAKLAND PARK INVITATION TO BID #091520 ; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
 - 11.e. Special Event Application: Community Church Flea Market 2024-2025 Season

11.f. Special Event Application: Gentle Yoga 2024

12. OLD BUSINESS

12.a. A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING REGULATIONS FOR THE SALE OF ALCOHOL AT BEACHFRONT HOTEL PROPERTIES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

12.b. 2025 Friday Night Music Series

12.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.

13. NEW BUSINESS

13.a. Special Event Application: Chanukah Festival December 29, 2024

13.b. RESOLUTION 2024-37- A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH REP SERVICES, INC. FOR PURCHASE OF PARK AND PLAYGROUND EQUIPMENT, UTILIZING THE TERMS AND CONDITIONS OF MANATEE COUNTY SCHOOL DISTRICT CONTRACT OF AWARD AGREEMENT NO. 21-0053-MR ; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

13.c. Application for Relief of Code Compliance Lien at 4217 El Mar Drive.

13.d. Application for Relief of Code Compliance Lien at 4225 El Mar Drive.

14. COMMISSIONER PRESENTATIONS

15. COMMISSIONER COMMENTS

16. ORDINANCES 1st Reading

16.a. ORDINANCE NO. 2024-10- AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 18, "TAXATION AND FINANCE," ARTICLE V, "INVESTMENT PLAN," OF THE CODE OF ORDINANCES TO AMEND AUTHORIZED INVESTMENTS, QUALIFICATIONS OF FINANCIAL INSTITUTIONS AND DESIGNATION OF PRIMARY INVESTMENT OFFICER; 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: October 8, 2024

Submitted By:

Submitting Department: Administration

Item Type: Presentations

Agenda Section: PRESENTATIONS

Subject Title: Camera Clinic Proclamation

Explanation: A proclamation designating October 8, 2024 as "The Camera Clinic Day".

Recommendation: N/A

Exhibits:

1. The Camera Clinic Day

Proclamation

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

WHEREAS, The Town of Lauderdale-By-The-Sea is a beautiful coastal community located in the tropical paradise of South Florida, and,

WHEREAS, The Camera Clinic, a family-owned and operated camera sales and repair store at 250-B Commercial Blvd that has become an institution in the Town of Lauderdale-By-The-Sea, is celebrating its 50th successful year in business,

WHEREAS, Robert and Katherine Pollack, opened the Camera Clinic in 1974 in the then “Sleepy Town” of Lauderdale-By-The Sea,

WHEREAS, as Lauderdale-By-The- Sea has grown over the years, many generations of the Pollack family have worked to build and expand their family business,

WHEREAS, over the past 50 years the Pollack family has built many long-lasting relationships within the community and have participated in many of the Town’s events,

WHEREAS, The Camera Clinic has loyal customers from all over the world, most importantly, many residents here in Lauderdale-By-The-Sea,

WHEREAS, The Camera Clinic , has continued to provide great customer service, great prices and community service to Lauderdale-By-The-Sea

NOW, THEREFORE, I, Edmund Malkoon, Mayor of the Town of Lauderdale-By-The-Sea, Florida, do hereby proclaim **October 8, 2024** as

"The Camera Clinic Day"

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



Edmund Malkoon, Mayor

Katrina Adler, Town Clerk



Town Commission Agenda Item Report

Meeting Date: October 8, 2024

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report

Explanation: Below is the Town Manager's report for October 8, 2024.

1. Taste of the Beach

Here to stay by popular demand is our Taste of the Beach event. Looking ahead to our 2025 event calendar, the staff would like to host Taste of the Beach on Wednesday, March 12th in El Prado Park from 5:00pm-8:00pm. This year we anticipate selling a maximum of 500 tickets (up from 200 last year) at \$35.00 per ticket early purchase/\$45 on site. The event will include sips and bites from local and neighboring food and beverage establishments, live music, and a presence from other community partners.

Commission Action: Approve the Taste of the Beach date of Wednesday, March 12, 2025.

2. FY25 Calendar

Please see attached FY25 tentative calendar. We have altered the calendar in consideration of religious holidays and the County's budget schedule. It also includes tentatively scheduled strategic plan workshop meetings. As per our tradition, the calendar includes one meeting for August, November and December.

Commission Action: Approve the proposed 2025 Commission schedule

3. Veteran's Day

The Town's annual Veteran's Day celebration is coming up on Monday, November 11th. The event, hosted in El Prado Park, begins at 10:00am. This is a very special occasion that we are honored to observe with our friends and neighbors as we celebrate our hometown heroes. If you are a veteran, we especially hope you will join us for the event. A registration form can be found on our website – discoverlbts.com/events – which will allow us to include you in the recognition ceremony where you receive this year's commemorative pin. John "Chickee" Donohue has accepted the honor of being our keynote speaker. Executor of "The Greatest Beer Run Ever," a story later played out by actor Zac Efron on the big screen, Chickee served in Vietnam and is best known for his special deliveries to our troops. As always, we are

grateful as well to both Broward Sheriff's Office and Pompano Beach Fire Rescue for their participation in the event. On behalf of Commissioner Strauss, our chair for this year's event, and the Town, we look forward to celebrating with everyone.

4. Renew Resident Parking Passes

Resident parking passes for FY24-25 are now available for renewal. Passes can be purchased online at <https://www.tocite.net/lauderdalebythesea/portal>. The Town has transitioned to a license plate reader system, so parking pass stickers are no longer required. Simply visit the website, enter your details, and upload your driver's license, vehicle registration, and proof of residency. The Town has already processed approximately 250 resident passes successfully. If you need assistance with the new process, feel free to visit Town Hall, where Staff are happy to help!

5. Community Center

Interested in joining the Community Center? Visit Town Hall to complete the registration process and start enjoying the wide variety of classes and activities offered! Staff has already registered over 160 participants since opening registration September 16th. Annual cost is \$25 for residents and \$50 for non-residents.

6. Upcoming Meetings

Date	Type	Time
October 22, 2024	Commission	6:30 PM
October 24, 2024	Code Compliance	5:00 PM
November 6, 2024 (tentative)	Planning and Zoning	6:00 PM
November 12, 2024	Commission	6:30 PM

Recommendation:

Exhibits:

1. 2025 Commission Meetings

2025 COMMISSION MEETINGS		
January 14		6:30 pm
January 28		6:30 pm
*February 4	Strategic Plan Workshop	5:00 pm
February 11		6:30 pm
February 25		6:30 pm
*March 4	Strategic Plan Workshop	5:00 pm
March 11		6:30 pm
March 25		6:30 pm
April 8		6:30 pm
April 22	Budget Workshop	5:00 pm
April 22		6:30 pm
May 13		6:30 pm
May 27		6:30 pm
June 10		6:30 pm
June 24	Budget Workshop	5:00 pm
June 24		6:30 pm
July 8		6:30 pm
July 22		6:30 pm
August 12		6:30 pm
***August 26		6:30 pm
**September 9	1 st Budget Hearing	5:01 pm
**September 9		6:30 pm
****September 24	2 nd Budget Hearing	5:01 pm
****September 24		6:30 pm
October 14		6:30 pm
October 28		6:30 pm
*****November 18		6:30 pm
***November 25		6:30 pm
December 9		6:30 pm
***December 23		6:30 pm

***Tentative**

****Budget Meetings subject to change**

*****Meetings historically cancelled**

******Rosh Hashanah; meetings must be changed from September 23rd**

*******Veterans Day November 11th (Regular Meeting Date); meeting must be changed to alternate date PROPOSE NOVEMBER 18th**



Agenda Item No: 10.a.

Town Commission Agenda Item Report

Meeting Date: October 8, 2024

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Approval of Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title: Approval of minutes for September Meetings

Explanation: Draft minutes for approval for the following meetings:

- September 12, 2024 1st Budget Hearing
- September 12, 2024 Regular Commission Meeting
- September 18, 2024 2nd Budget Hearing
- September 18, 2024 Regular Commission Meeting

Recommendation: Accept/Approve

Exhibits:

1. 9-12-24 1st Budget Hearing Draft Minutes
2. 9-12-24 Regular Commission Meeting Minutes
3. 9-18-24 2nd Budget Hearing Draft Minutes
4. 9-18-24 Regular Commission Draft Minutes



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
FIRST BUDGET HEARING
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Thursday, September 12, 2024
5:30 PM

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 5:30 p.m. Also present were Vice Mayor Randy Strauss, 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, 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. DISCUSSION ITEM

- a. **Resolution 2024-33 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING THE PROPOSED TOWN AD VALOREM TAX MILLAGE RATE AT 3.9235 MILLS PER THOUSAND DOLLARS OF TAXABLE ASSESSED VALUE, WHICH IS 8.07% ABOVE THE ROLLED BACK MILLAGE RATE OF 3.6304 MILLS COMPUTED PURSUANT TO STATE LAW, FOR THE 2024 TAX YEAR; ANNOUNCING THE SECOND AND FINAL PUBLIC HEARING TO ADOPT THE FINAL MILLAGE RATE; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

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

Director of Budget and Finance Lucila Lang explained that tonight's meeting is the first of two public budget hearings and is intended to establish the tentative millage rate and budget. At their July 23, 2024 meeting, the Town Commission approved a tentative

millage rate of 3.9235, which was reflected in the Truth in Millage (TRIM) notices sent to property owners in August. This is the highest possible millage rate that can be established for fiscal year (FY) 2024-2025.

The tentative millage rate and budget were established based on the Town's "business as usual" items as well as items agreed to by the Commission at pre-budget meetings. The All Funds budget is comprised of the following:

- The General Fund, which comprises 59% of the total budget
- The Building Fund, which is 6% of the total
- Sewer Fund, which is 5%
- Fire Fund, which is 7%
- Capital Improvement Program (CIP), which is 12%
- Parking Fund, which is 11%

The General Fund supports the overall operations of the Town and is impacted by the Town's millage rate. The largest portion of this Fund goes to the Police Department, which takes up 36% of the General Fund, while the smallest portion, 0.39%, goes toward donations to nonprofit entities.

If the Commission approves the tentative millage rate of 3.9235, the Town will receive approximately an additional \$1 million in revenue over FY 2024. This is because the taxable value of the Town's properties increased by 8.07% using the same millage rate as in FY 2024.

Proposed expenses are expected to increase minimally in FY 2025, with the exception of the Building and Fire Funds. The CIP saw a reduction of approximately 5%.

Director of Budget and Finance Lang noted that the rolled back rate for FY 2025 would be 3.6304. The proposed millage rate for FY 2025 is 3.9235, which is 8.07% above the rolled back rate.

Earlier in 2024, the Florida Legislature passed a bill which proposes exemptions to the assessed values of properties. This bill will be considered by the voters in the 2024 General Election in November; if 60% of voters approve it, it will take effect in January 2025. The bill will affect the revenue the Town will see in FY 2026.

Vice Mayor Strauss requested clarification of the projected deficit the Town would see in revenue if the exemption is passed by the voters in November 2024. Director of Budget

and Finance Lang advised that this would result in approximately \$500,000 less in the budget in FY 2026.

Vice Mayor Strauss made a motion, seconded by Commissioner Pouloupoulos, to pass the millage rate at 3.9235 mills. Motion carried 5-0.

b. Resolution 2024-34 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING THE ATTACHED TENTATIVE TOWN BUDGET FOR THE 2024/2025 FISCAL YEAR; ANNOUNCING THE SECOND AND FINAL PUBLIC HEARING TO ADOPT THE FINAL TOWN BUDGET FOR THE 2024/2025 FISCAL YEAR; PROVIDING FOR AN EFFECTIVE DATE.

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

Commissioner Pouloupoulos observed that the exemption referendum is likely to pass in November, which means the Town will need to determine how to make up the roughly \$500,000 difference in revenue the following fiscal year. He asked if there are any steps the Town can take in FY 2025 to plan ahead for FY 2026 without a tax increase. He strongly recommended taking a look at the budget now in an effort to plan for the future.

Director of Budget and Finance Lang advised that at any time during FY 2025, the Town may amend its budget by Resolution. Budget amendments may be made up to 90 days past the end of the fiscal year, which means changes to the FY 2024 budget may be made up to 90 days after September 30, 2024.

Deputy Town Manager/Public Works Director Ken Rubach reported that as the FY 2025 budget was being compiled, the Florida Department of Transportation (FDOT) informed the Town that they have no funding to make other lighting improvements in addition to the A1A project. The Town had allocated \$456,000 in the 2025 budget toward this expense. This change allowed the Town to save \$200,000 from this allocation.

Commissioner DeNapoli recalled that he had voted to approve the millage rate of 3.9235, which is the same as in FY 2024; however, he proposed revisions to expenses, which he recommended be set aside as a Contingency Fund. He noted that the referendum is expected to pass, and that it is unlikely that the Town's real estate valuations would increase by another 8.07% in FY 2026.

Commissioner DeNapoli concluded that cutting expenses in the FY 2025 budget would provide a cushion for the Town's expenses as well as preventing a tax increase in the future. He added that he also had recommendations to increase the Town's revenue.

Director of Budget and Finance Lang advised that the Town had budgeted for a transfer of \$1.9 million from the Parking Fund to the CIP. This amount was lowered to \$1.7 million as a result of the \$200,000 savings in the CIP cited by Deputy Town Manager/Public Works Director Rubach. This means \$200,000 will remain in the Parking Fund as a reserve. If unused, it will go into the Fund Balance the next year.

Mayor Malkoon requested further consideration of the Town's contract with microtransit provider Circuit. Town Manager Linda Connors estimated that this contract costs roughly \$250,000, and noted that other municipalities charge for the use of this service. She offered to bring forward information on a proposed charge of \$1 or \$2 per ride for the Commission to consider further. A representative of Circuit could also be invited to attend an upcoming meeting.

There was Commission consensus for Staff to bring back information regarding payment for Circuit.

Vice Mayor Strauss suggested that one alternative to charging for Circuit service may be permitting advertising of local businesses on the vehicles to defray costs. Town Manager Connors confirmed that this can also be brought forward for consideration.

Commissioner DeNapoli also agreed with charging a small fee for Circuit, and proposed consideration of establishing a system that would allow Lauderdale-By-The-Sea residents to use Circuit for free.

Mayor Malkoon noted that funds were budgeted in FY 2024 toward the Town's 75th anniversary celebration, including \$100,000 which has not been allocated. He proposed moving this amount into FY 2025 under the CIP. Town Manager Connors confirmed that this would reallocate funds for the design of a garden which will be presented for Commission consideration in October.

Commissioner Graziano addressed \$458,000 budgeted toward Town Attorney expenses, which includes approximately \$98,000 allocated in case of litigation. He proposed adding \$50,000 of this allocation toward a Contingency Fund, noting that this would not reduce the expertise provided by the Town Attorney. If funding is necessary to deal with unexpected litigation, money can always be moved from other allocations.

Mayor Malkoon requested clarification of how a Contingency Fund could be established. Director of Budget and Finance Lang explained that there is a line item in the General Fund for contingencies. \$50,000 could be moved into this line item from the Town Attorney's budgeted amount.

Town Attorney Susan Trevarthen noted that there have been years in which the Town has exceeded \$98,000 in litigation expenses, as well as years in which the Town has spent much less.

Commissioner DeNapoli asked how much of the \$458,000 allocation toward Town Attorney expenses has been spent thus far in FY 2024. Town Attorney Trevarthen pointed out that these expenses typically lag behind the amount reported in the budget, as work done in August, for example, is not billed until September or paid until October. She confirmed that FY 2024 has been a very low year for litigation expenditures. Commissioner DeNapoli concluded that he would support moving \$50,000 from this allocation into a Contingency Fund.

Commissioner Pouloupoulos asked if the Contingency Fund is earning the highest possible interest for the Town. Director of Budget and Finance Lang clarified that the Emergency Fund is currently earning the highest interest rate. The Town continues to work with Truist Bank and the Town Attorney to make investments; however, the Town's investment policy includes requirements that Truist is unable to abide by, and she is working to determine what else can be done.

Commissioner Pouloupoulos observed that it is not necessary to make final decisions on the Town's budget at tonight's meeting, as they will be able to shift money between funds in the future. He confirmed that while he was supportive of initiatives to save money, he wished to ensure that any money placed in a Contingency Fund should earn the highest possible interest rate.

Commissioner Pouloupoulos asked how easy it would be to access money in the Contingency Fund should the Town need it to be transferred back for litigation. Director of Budget and Finance Lang replied that this would be very easy, as money can be moved within a 24-hour turnaround period; however, any money in the Contingency Fund must come before the Commission for approval before it can be transferred to another line item. This means it would take at least two weeks and the scheduling of a meeting and a vote.

Commissioner DeNapoli recommended moving quickly to move money into the Contingency Fund at a higher interest rate, as the Federal Reserve is expected to lower interest rates in the near future.

Town Manager Connors reiterated that the Town's investment policy is in conflict with Truist's policy, and Staff is working to address this issue and determine how Town funds can be invested. Options may include amending the Ordinances governing the Town's investment policy or changing the way in which the Town invests. At present, there are no Town funds in Treasury Bills due to the requirements of its policy. Town funds are, however, in other floating rate high-yield accounts.

Director of Budget and Finance Lang explained that the Town's investment policy states the Town will only transact with broker/dealers classified as primary dealers who report directly to the Federal Reserve Bank of New York. Truist is not one of these primary dealers.

The Commissioners agreed by consensus to move \$50,000 from litigation expenses to the Contingency Fund.

Commissioner DeNapoli requested more information on a pedestrian crosswalk project at El Prado Park for which roughly \$34,000 has been allocated for purchase of rapid flashing beacons. He asked if there may be room to trim this line item. Deputy Town Manager/Public Works Director Rubach explained that \$75,000 is an annual budgeted amount, and the funds for this crosswalk will come from the FY 2024 budget, not the FY 2025 budget. The Commission may reduce this line item at their discretion.

Vice Mayor Strauss noted that \$725,000 is budgeted for Friedt Park improvements. Director of Budget and Finance Lang clarified that this amount will be carried over into FY 2025. No funds were expended for Friedt Park in FY 2024.

Vice Mayor Strauss asked if the budget for this line item included grant funds. Deputy Town Manager/Public Works Director Rubach replied that grant dollars are not reflected in this line item. The grant will provide \$200,000. This means the Town will only expend approximately \$500,000 of its own funds once the grant dollars have been received.

Commissioner Graziano addressed the line item for Friday Night Music events in FY 2025, recalling that \$50,000 was budgeted to this expense in FY 2024. He recalled that \$15,000 of this expense was to be contributed by Downtown restaurants but has not yet been received by the Town. He did not feel the businesses exhibited an appropriate

commitment to their partnership with the Town, and offered to discuss this further with the businesses if they wish.

Events and Marketing Manager Katie Anderson clarified that approximately \$5000-\$6000 is spent by the Town per show for services by All Onstage, which handles staging, labor, lighting, sound equipment, and on-site technical assistance. Bands are typically paid between \$1500 and \$2500. Some of the costs reflected in FY 2024 were “start-up” expenses. Also in FY 2024, based on public demand, there had been consideration of scheduling additional shows.

Expenses in FY 2024 included artwork, fliers, a logo, and detour signage, none of which are costs that would carry over into FY 2025. The Broward Sheriff’s Office (BSO) also uses a substantial amount of funding. She concluded that the cost is estimated at approximately \$8000 per show.

Mayor Malkoon asked if the Town has received any funding from the businesses. Events and Marketing Manager Anderson replied that they have not at this time.

Town Manager Connors further clarified that the businesses have been billed, explaining that Conceptual Communications serves as liaison between the businesses and the vendor. She offered to follow up on this and provide more information at the next scheduled meeting.

Commissioner Graziano pointed out that the year is already over for FY 2024 music expenses. While there are many people who enjoy these events, he stated that many others feel it is too loud and goes on too late, affecting neighbors who live nearby. He reiterated that businesses do not seem to want to act as a partner in these events, as they have not provided the \$15,000 they promised.

Commissioner DeNapoli observed that a number of special events were added for FY 2025, including Taste of the Beach, the Easter Egg Hunt, additional Friday Night Music shows, a drone show, and others. There are also several events in El Prado Park, with related expenses to restore the grass at that location. He suggested that revenues from these events should more closely match their expenditures.

Commissioner DeNapoli continued that he would also like more information on a \$500,000 expense for roadway paving, and proposed that paving projects be reduced from two to three streets in FY 2025. Other line items he felt could be reconsidered included charitable donations, tennis court lighting, and expenses associated with a new

public safety building. He also requested confirmation that no money would be spent toward the proposed public safety building until after future discussion and consensus at a later Commission meeting.

Town Manager Connors noted that up to \$20,000 can be spent by the Town Manager on specific items. She offered the example of how funds might be spent toward tennis court lighting: Deputy Town Manager/Public Works Director Rubach would compile information and receive bids on the project, then bring it before the Commission for approval. It may be possible for him to find bids that are below the \$40,000 estimate. At that time the Commission would make a decision on the project. Should they decline to fund it, the Town would be able to save the \$40,000 for that line item.

Town Manager Connors emphasized that all items costing more than \$20,000 would be brought back to the Commission for approval. This will include the Friday Night Music program. She hoped to ensure that the Commission is confident these items would be brought before them so they may make final decisions on funding.

Commissioner DeNapoli requested additional discussion of charitable donations.

Commissioner Graziano recalled that at a previous review of budget items, he had expressed a preference that the nonprofit organizations requesting donations show how they contribute to Lauderdale-By-The-Sea residents, or how they finance projects which benefit the Town. He did not feel this was the case for all the nonprofit entities which requested money from the Commission.

Commissioner Graziano also recalled he had suggested providing each nonprofit entity with \$2500 in FY 2025, while the remaining Commissioners' preferences had been allocating funds to these entities on a budget-item-by-budget item basis. He asked that the Commission give further consideration to these expenses.

Commissioner Graziano stated that the Lauderdale-By-The-Sea Woman's Club had asked for money "to give out money," which he felt was inappropriate. This donation was currently budgeted at \$7000.

Commissioner Graziano continued that another concern was the Lauderdale-By-The-Sea Merchants' Association, advising that the Town should not fund businesses' attempts to promote themselves. He concluded that nonprofits should not request donations from a municipality without showing the benefit they provide to the community.

Mayor Malkoon requested clarification of the potential use of the Town's donation to the Woman's Club. Town Manager Connors recalled that the Woman's Club had requested funding from the Town to make improvements to their building. Mayor Malkoon asked that the full list of donations be brought back at a later meeting for Commission review.

Mayor Malkoon advised that when charitable donations had been discussed, he had proposed making these contributions on a reimbursement basis in order to ensure that the funds are being used for the purposes for which they were requested. While there had been no consensus on this idea when it was first proposed, he recommended it once more as a means to clarify expenditures.

Town Manager Connors confirmed that Staff would provide the full list of charitable donations to the Commissioners, along with the Agenda Item that had accompanied their original review of these requests.

Director of Budget and Finance Lang noted that the following items were discussed as being moved:

- \$100,000 from the 75th anniversary celebration moved into the CIP
- Reallocation of \$50,000 from the Town Attorney expenses into the Contingency Fund

Commissioner DeNapoli suggested that revenue could be increased by greater enforcement of Code liens on properties, as well as increasing the costs of Town events to offset their expenditures.

Commissioner Pouloupoulos made a motion, seconded by Commissioner Graziano, to approve the 2025 budget at first reading. Motion carried 5-0.

- c. Resolution 2024-35 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING THE FINAL FIRE ASSESSMENT RATE ON PROPERTY THAT IS SPECIALLY BENEFITED BY FIRE PROTECTION SERVICES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN INCREASE IN RATES FOR FIRE PROTECTION SERVICES OF FIVE PERCENT EACH FISCAL YEAR BEGINNING OCTOBER 1, 2025 THROUGH AND INCLUDING 2037; CONFIRMING THE FINAL ASSESSMENT ROLLS AND LEVYING SUCH SPECIAL ASSESSMENTS.**

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

Mayor Malkoon noted that the new Fire Assessment rate takes into account the \$600,000 to be set aside toward planning for a new public safety building. In the future, a 5% increase in the Pompano Beach Fire Rescue (PBFR) budget is anticipated each year through the end of the contract, which is 2037. This is an automatic increase.

Mayor Malkoon suggested that the Commission make a decision soon on how it plans to move forward regarding a new public safety building. He requested that this be brought back at the next meeting for deliberation.

It was noted that tonight's hearing is the final one for the Fire Assessment, as the first hearing on that Item occurred on July 9, 2024.

Town Attorney Trevarthen added that by Florida Statute, the final public hearing on the Fire Assessment must be held by September 15, 2024.

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

4. ADJOURNMENT

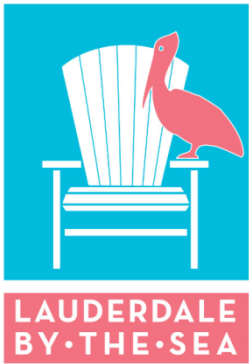
With no other business to come before the Commission at this time, the meeting was adjourned at 6:28 p.m.

Mayor Edmund Malkoon

ATTEST:

Katrina Adler, Town Clerk

Date



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Thursday, September 12, 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, Commissioner Richard DeNapoli, Commissioner John A. Graziano, 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.

Vice Mayor Strauss made a motion, seconded by Commissioner DeNapoli, to excuse Commissioner Pouloupoulos's absence from tonight's meeting. Motion carried 4-0.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

All present observed a moment of silence.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Mayor Malkoon requested that Items 12.b and 16.a be deferred until the September 18, 2024 meeting.

5. PRESENTATIONS

None.

6. PUBLIC COMMENTS

At this time Mayor Malkoon opened public comment.

Stuart Dodd, resident, expressed concern with the development of “McMansions.” He suggested that side setbacks for residential homes of two stories require 10 ft. rather than 7.5 ft. side setbacks, and that the square footage of a second story not exceed 60% of the first story in order to prevent a boxlike structure. He noted that other municipalities are likely to have Code requirements that the Town may wish to consider.

Mr. Dodd added that generators should not be allowed in side setbacks as part of new construction, and should instead be placed in the front or rear setback or a designated ventilated space. He concluded that the Town should reconsider its preferred architectural style of Mid-Century Modern.

Dwayne Wiseman, resident, requested that Aruba Beach Café be permitted to continue use of the Town’s Ocean Plaza for outdoor dining.

Marc Pearson, resident, addressed construction at 1931 Coral Reef Drive, stating that errors have been and continue to be made regarding permitting of the property. He asserted that the building’s rooftop includes a maintenance or recreation area which is not permitted in the Town. He requested that this issue be placed on a Commission Agenda in October 2024.

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

7. PUBLIC SAFETY DISCUSSION

None.

8. TOWN MANAGER REPORT

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

c. Town Manager Report

Town Manager Linda Connors stated that she has spoken with a representative of solid waste contractor WastePro and their fee will be reflected differently than under the previous contract.

The contract providing the Chamber of Commerce with use of the Town's Visitor Center includes two one-year optional renewal periods which end in December 2024. It was determined that the Commissioners would be provided with a copy of the agreement for review and would make a decision at the next scheduled meeting.

Wednesday, October 2, 2024, between the hours of 8 a.m. and 10 a.m. will be "Coffee with a Cop Day" at the Village Grille. Residents are invited to meet the Broward Sheriff's Office (BSO) representatives who serve Lauderdale-By-The-Sea.

The Town's annual holiday tree-lighting ceremony, which has historically been referred to as Christmas-By-The-Sea, is scheduled for the first Wednesday in December. While the event includes no religious undertones, Staff recognizes that it may be perceived as a religiously themed event. She requested consensus from the Commission on whether or not to continue using the name Christmas-By-The-Sea or bring forward alternatives for consideration.

Commissioner DeNapoli stated that the name of the event should remain the same, as Christmas Day is a recognized federal holiday. There was consensus from the Commission to continue with the name. Vice Mayor Strauss recommended that the Town also partner with Rabbi Bentzion Singer on the annual Chanukah-By-The-Sea event as well, including a stipend for its cost.

Town Manager Connors continued that a Stop Work order was issued for the roof structure of the Sea Lord Hotel in 2021, as the building deviated from its original approved Site Plan. After several submissions and reviews by the Town, Staff has determined that the hotel may install its proposed rooftop photovoltaic solar system on top of an elevated roof canopy, although it exceeds the maximum height restrictions established in the Town Charter and the Town Code of Ordinances. This is due to a preemption in Section 163.04 of Florida Statutes. The legal opinion resulting from this review process is attached to the Agenda.

Town Manager Connors further clarified that the top of the building's elevator is 47 ft. 8 in., while the top of its electrical and mechanical rooms are both 42 ft. 9 in. The top of the solar panels would be 8 in. above the solar panel deck at 43 ft. 5 in. The property owner has received clearance to re-start work on the property, and revisions are under review. The project is expected to be complete soon.

The Town's four Level III electrical charging stations on A1A are now live, providing power at a rate established by Florida Power and Light (FPL) for the fast charging of electrical vehicles.

The Town's Founders Day celebration is scheduled for Saturday, October 5, 2024 at Friedt Park from 11 a.m. to 3 p.m. Boo!-By-The-Sea will be held on October 26, 2024 from 10 a.m. to 1 p.m. and will include activities in the West Business Plazas. The next Town Commission meeting is scheduled for Wednesday, September 18, 2024 and will be preceded by the second budget hearing, which will be scheduled for 5:01 p.m.

Commissioner Graziano asked if the Town received any funding from FPL for the electrical charging stations. Deputy Town Manager/Public Works Director Ken Rubach advised that while the Town does not receive funding, vehicles are charged for parking while using the stations.

a. May 2024 Finance Report

b. June 2024 Finance Report

Director of Budget and Finance Lucila Lang reported that the Town remains on budget with revenues and expenditures. The Town is considering investment of monies; however, because its investment policy only allows for transactions with broker/dealers classified as primary dealers reporting directly to the Federal Reserve Bank of New York, this investment is on hold, as Truist Bank is not classified as a primary dealer. She is working with the Town Attorney to determine how to proceed with the investments. The Town's investment policy is stated in municipal Ordinances related to investments.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

None.

11. CONSENT AGENDA

None.

12. OLD BUSINESS

a. Pier Sign Update

At this time Mayor Malkoon opened public comment.

Chris Vincent, 5000 N. Ocean Boulevard, recalled that the Pier sign was originally removed in 2013 to accommodate Downtown improvements. The sign was replaced following completion of the project. He recommended that the sign be brought up to date and reinstalled, but that it not be replaced until the Pier is once again in working order.

Spiro Marchelos, 2 Commercial Boulevard, stated that the Pier sign was first discussed in 2009. He asserted that the sign belongs on A1A and briefly reviewed actions taken at previous Town Commission meetings regarding the Pier sign, which was recently removed in November 2023 during another Downtown renovation and has not yet been reinstalled. He requested that it be replaced as soon as possible.

Mayor Malkoon clarified that the sign is currently in storage by the Town.

Deputy Town Manager/Public Works Director Rubach explained that the sign has not been damaged. The Town has consulted sign companies which recommended upgrading its panels and LED lighting. The sign will also require a new foundation to be poured.

The sign was removed by the Town during the recent Downtown renovation, as it was in the center of a new pathway. While not new, it was determined to be in good condition, although some maintenance will be required. The cost of these proposed repairs as well as upgraded lighting is estimated at \$17,000, which falls within the Town Manager's purchasing authority.

Deputy Town Manager/Public Works Director Rubach noted that he, the Town Manager, and the Town Clerk have reviewed Town records regarding ownership of the sign, but no information was found. He noted that Mr. Marchelos had provided a letter with information about the ownership.

Staff proposes the following two options:

- The Town assumes ownership and all future maintenance/replacement costs of the sign
- The Pier maintains ownership of the sign and an easement agreement would be drafted for placement of a private sign on public property, as well as a maintenance agreement going forward

Mayor Malkoon noted that Mr. Marchelos had not requested the sign be moved during the Downtown project; in addition, the sign must meet engineering standards for wind load, foundation, a new pole, and other requirements. While the LED lighting upgrade is not required, it was recommended.

Commissioner Graziano requested clarification of the sign's ownership. Deputy Town Manager/Public Works Director Rubach confirmed that there is no Town documentation on record regarding ownership of the sign. Commissioner Graziano recommended that Mr. Marchelos, as owner of the Pier, meet with Town Staff to determine a financial solution toward the sign's repair and reinstallation.

Deputy Town Manager/Public Works Director Rubach also confirmed that funds are available for the improvement and reinstallation of the sign under either of the two options cited earlier.

Vice Mayor Strauss agreed that the Town is responsible for reinstalling and updating the sign. He asked if a location has been chosen for the reinstallation, and also asked what information the sign should provide until the Pier is reopened to the public, pointing out that at present, the "Open 24 Hours" included on the sign would not be accurate.

Deputy Town Manager/Public Works Director Rubach explained that a site in front of a planting bed near Tacocraft has been identified for the sign, as contemplated during the renovation.

Mr. Marchelos advised that the Pier's bait and tackle shop is now open on a 24-hour basis, and asserted that the sign is necessary to help this business. He suggested that the sign include a "Coming Soon" reference to fishing from the Pier.

Commissioner DeNapoli requested clarification from Mr. Marchelos that the sign is privately owned. Mr. Marchelos confirmed this. Commissioner DeNapoli continued that there was also consensus from the other Commissioners that the Town should pay for the reinstallation, as the Town removed the sign. This was also confirmed.

Town Attorney Susan Trevarthen further clarified that documentation related to the reinstallation of the sign can be drafted if the Commission wants the Town to undertake this process. It was noted that the private owner of the sign would be responsible for its future maintenance.

Commissioner Graziano made a motion, seconded by Vice Mayor Strauss, to move forward with the ownership of the sign established by Mr. Marchelos's company and the cost of the easement and reinstallation to be absorbed by the Town, and that future maintenance be the responsibility of the owner. Motion carried 4-0.

Deputy Town Manager/Public Works Director Rubach advised that Town Staff will meet with a vendor and provide the Commission and the owner with a timeline for the sign's repair/replacement.

b. Discussion of 2024-25 Charter Review Board Process

This Item was deferred to the September 18, 2024 meeting.

13. NEW BUSINESS

- a. Resolution 2024-38: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A REVOCABLE LICENSE AGREEMENT WITH ARUBA BAY, INC. FOR USE OF THE OCEAN PLAZA FOR OUTDOOR DINING; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND FOR AN EFFECTIVE DATE.**

At this time Mayor Malkoon opened public comment.

Chris Vincent, 5000 N. Ocean Boulevard, recalled that he had served as Mayor when the Resolution allowing use of the Ocean Plaza by Aruba Bay, Inc. was first drafted. He recommended that the Commission allow the continued use of the Ocean Plaza by Aruba Beach Café, pointing out that the Town faces competition from the nearby city of Pompano Beach. Because the Resolution provides conditional use, it may be reviewed at any time if that becomes necessary.

Nectaria Chakas, representing Aruba Bay, Inc., recalled that the first application for a revocable license was approved in 2023, with the requirement that the Applicant renew the license annually. She noted that the business plans to expand the restaurant onto the beach, although expansion is not anticipated in the near future. The restaurant has maintained the Plaza in its licensed area and its outdoor dining option is very popular.

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

Commissioner Graziano commented that Aruba has been a reliable partner to the Town in its use of the Ocean Plaza. He recommended renewing the revocable license for one year due to the plans for future expansion of the restaurant.

Mayor Malkoon recalled that outdoor dining was permitted in the Ocean Plaza following the COVID-19 pandemic, when the Commission allowed Downtown restaurants to expand their outdoor dining options through sidewalk cafés that extended into parking spaces. Because Aruba did not have these spaces, they entered into a special use agreement for the Ocean Plaza.

During the last year, the agreement for use of the Plaza was renewed because the Town's Downtown renovation project was underway, which required new agreements for other restaurants' sidewalk cafés. The same opportunity was provided to Aruba. Mayor Malkoon noted that there are some rust stains from outdoor tables in the Plaza. He concluded that he was happy to hear of the restaurant's plans to expand and hoped to restore the Plaza for public use.

Vice Mayor Strauss observed that the agreement requires annual reconsideration and renewal so the Commission may determine whether or not it is still working as intended for both the restaurant and the Town. He added that the Town has learned several lessons following the COVID-19 pandemic, including the continued popularity of outdoor dining. He felt this option, like the Pier, was a key consideration in attracting visitors to the Town.

Vice Mayor Strauss advised that the use of the Ocean Plaza by Aruba has demonstrated the partnership between the business and the Town, as the restaurant has been a good steward of the area. He felt the rust stains in the Plaza could be easily resolved by Aruba, and noted that the Town retains the right to use the Plaza for public events as needed. For these reasons, he was in favor of continuing the agreement.

Commissioner DeNapoli requested clarification of the time frame of the current contract. Town Attorney Trevarthen replied that the license is renewable annually for each fiscal year, with the next year to begin on October 1, 2024. The Town receives \$34/foot in revenue, which brings in approximately \$27,200 per year.

Commissioner DeNapoli stated that while he was appreciative of outdoor seating options, changes associated with the pandemic may not be permanent. He suggested considering a six-month extension of the agreement rather than one year.

Mayor Malkoon requested information on how the fair market rate had been established for use of the Plaza. Assistant to the Town Manager Courtney Easley clarified that the Commission established this rate, as the rate for sidewalk café space is \$18/foot. The rate for use of the Plaza is higher because it is considered a premium location.

Mayor Malkoon also addressed maintenance, including the rust stains on the Plaza's pavers. He asked if the Town works with Aruba to correct any maintenance issues they may identify. Deputy Town Manager/Public Works Director Rubach confirmed this, pointing out that Aruba has been consistently responsive to any concerns. He noted that most of the maintenance is needed in the primary seating area, as some of the pavers have deteriorated. Because it is custom stone, and the vendor is located on Florida's West Coast, the premium for service from that vendor is very high. The Town has not yet identified an alternative vendor.

Commissioner Graziano stated that he did not feel a six-month agreement was compatible with a good business plan, and recommended renewing the agreement for one year.

Commissioner Graziano made a motion, seconded by Vice Mayor Strauss, to accept the licensing agreement with Aruba Bay, Inc. for another year, beginning October 1, 2024, under the same terms and fee schedule.

Commissioner DeNapoli explained that his proposal for a six-month renewal was in light of the restaurant's plans for expansion in the future. Ms. Chakas advised that it would take at least one year for the business to secure permits from the Florida Department of Environmental Protection (DEP) before expanding.

Motion carried 3-1 (Mayor Malkoon dissenting).

- b. Resolution 2024-39: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SELECTING AND AUTHORIZING NEGOTIATIONS WITH FLYNN ENGINEERING SERVICES, P.A. AS THE MOST QUALIFIED FIRM FOR TOWN ENGINEERING SERVICES PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2024-07-02, AND FURTHER AUTHORIZING, IF NECESSARY, NEGOTIATIONS WITH THE SECOND MOST QUALIFIED FIRM, COLLIERS ENGINEERING & DESIGN, INC., FOR THE AWARD OF A CONTINUING CONTRACT FOR SUCH SERVICES; PROVIDING FOR IMPLEMENTATION AND 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 recalled that on July 24, 2024, the Town released a request for quotes (RFQ) with a deadline of August 9, 2024. The Town received three responses, two of which were deemed eligible for consideration.

Deputy Town Manager/Public Works Director Rubach explained that the Competitive Consultants' Negotiation Act (CCNA) is part of Florida Statutes designating what can be done regarding the negotiation of costs with vendors. In the case of competitive consultants, including engineers, the Town may not negotiate costs ahead of time. The Town instead seats a committee which ranks the responding firms based on the criteria established in the RFQ. The ranking is then provided to the Commission with Staff's recommendation.

If the Commission agrees to the ranking of Flynn Engineering Services as the most qualified firm, the Town Manager will be authorized to negotiate with that company regarding costs.

Vice Mayor Strauss requested clarification of Colliers Engineering & Design, Inc.'s location. Deputy Town Manager/Public Works Director Rubach replied that the second-ranked firm has an office in Fort Lauderdale, although their primary location is in Northeast Florida. Flynn Engineering is located within the Town, which is beneficial to Lauderdale-By-The-Sea. They are also knowledgeable regarding Broward County practices and requirements.

Commissioner Graziano did not believe a five-year contract made good business sense and recommended that it be modified to two years.

Deputy Town Manager/Public Works Director Rubach noted that the Town's contractual agreements include protective clauses addressing severability with contracts. If the Town is unhappy with the firm's performance, they may terminate the agreement with cause. Town Attorney Trevarthen added that the contract also allows termination for convenience, which means the Town may sever the relationship, with notice, in the absence of misconduct.

Commissioner Graziano stated that he did not want to rely on the convenience clause of the contract, suggesting again that the term of the contract be shortened to two years. He expressed concern with the possibility of a lawsuit if the proposed contract were to be terminated for convenience.

Town Attorney Trevarthen explained that the convenience clause means the Town would not have to justify its termination. Commissioner Graziano concluded that this did not change his mind on the issue.

Mayor Malkoon asked why the contract period is proposed at five years. Deputy Town Manager/Public Works Director Rubach recalled that an earlier contract was for a three-year period with one two-year renewal option, and advised that he did not have an issue with enacting longer-term contracts for professional consultants. The longer contracts provide flexibility in continuing to work with selected contractors and lock in prices before they increase. He concluded that the length of the contract is at the Commission's discretion.

Commissioner Graziano stated that while there is no reason to think the contractor will not do a good job, shortening the contract to two years might result in better work. He felt a five-year contract was unconscionable and advocated for holding the contractor responsible for their performance.

Mayor Malkoon did not agree, citing the Town's established relationship with Flynn Engineering Services, its knowledge of the quality of the firm's work, and the option of the convenience clause if the Town is unhappy with the firm's performance.

Commissioner DeNapoli made a motion to approve.

Deputy Town Manager/Public Works Director Rubach clarified that if approved, Staff will bring the contract back to the Commission, including rates, after negotiation is complete.

with the highest-ranked firm. Staff will ensure that the final contract includes a convenience clause.

Commissioner Graziano asked for clarification that the current rates of \$267/hour for the firm's principal and \$225/hour for associates have not yet been negotiated for the proposed contract. Deputy Town Manager/Public Works Director Rubach confirmed this, reiterating that the CCNA Statute prohibits the Town from negotiating with the vendor ahead of selection. The negotiations will also address the proposed 5% annual increase.

Vice Mayor Strauss seconded the motion. Motion carried 3-1 (Commissioner Graziano dissenting).

**c. Special Event Application: Wild Berry Salon Anniversary Celebration
10.10.24**

Events and Marketing Manager Katie Anderson stated that the owner of Wild Berry Salon, located in the West Plaza District, has submitted a special event application to host the business's annual anniversary celebration. The event is scheduled for Thursday, October 10, 2024 in the Eagle Ray Plaza in front of the salon and its neighbor, Big Cat Bike.

The event will include live music, complimentary wine and non-alcoholic beverages, and complimentary catering from a local provider. It will last from 6 p.m. to 10 p.m., with cleanup to conclude by 11 p.m. The Applicant anticipates roughly 100 spectators throughout the evening, served by 10 staff members as well as volunteers. The band will perform from 6 p.m. to 10 p.m. and will comply with the Town's Sound Ordinance (Code Section 13-6).

The Applicant requests use of one of the Town's power outlets for the band. Per Resolution 2017-41, the \$125 electrical fee may be waived. The band will erect a 10x10 canopy. The Town recommends that sound from the band be angled toward the west to lessen its impact on neighboring establishments.

The anticipated setup for the event is shown on a site map. The Applicant understands that the final layout and Site Plan are subject to the Fire Marshal's approval. The Fire Marshal has reviewed the proposed map and will schedule a walk-through with the Applicant on the day of the event.

No parking concessions have been requested for the event. Restrooms will be available for attendees in both the Wild Berry Salon and Big Cat Bike throughout the event. A courtesy notice was sent by the Town to other establishments in the Plaza. No feedback has been received. The Applicant has also personally visited the other establishments and received positive feedback on the proposed event.

Resolution 2017-41 states that the Special Event Fee for an Application by a West Commercial District establishment, submitted between 59 and 30 days prior to the event, is \$50. The Applicant has paid this fee. Staff recommends approval of the Application with the conditions outlined in the event permit [Exhibit 3].

Commissioner Graziano made a motion, seconded by Vice Mayor Strauss, to approve with conditions. Motion carried 4-0.

14. COMMISSIONER PRESENTATIONS

None.

15. COMMISSIONER COMMENTS

Commissioner Graziano shared his appreciation for the expertise of Town Staff as he continues to learn about the work they do for Lauderdale-By-The-Sea.

Commissioner DeNapoli addressed the upcoming ballot initiative, approved by the Commission, which would move the Town's elections from March to November. While a municipality may not advocate for the passage or defeat of a given ballot initiative, the Town is permitted to provide informational and explanatory language related to an initiative. This includes the printing of materials explaining the ballot measure, the placement of these materials on the Town's website, and in the *Town Topics* email, in electronic format.

Commissioner DeNapoli requested clarification of what the Town would do to offer explanatory information. He also asked if a postcard similar to the mailer provided for vacation rental notice could be sent to Town residents.

Town Attorney Trevarthen reported that Town Clerk Katrina Adler has drafted an informational document, which the Town Attorney is currently reviewing. The document discusses the overall election as well as information about the Town's ballot measure. It will be distributed through *Town Topics*.

Commissioner DeNapoli suggested that the Town also provide physical printed materials for residents who may not have access to electronic communications. Town Manager Connors added that a physical version of *Town Topics* will be printed prior to the election and will include the ballot measure information.

Commissioner DeNapoli clarified that he was referring to a postcard similar to the one sent to neighboring properties in advance of vacation rental registration. Town Manager Connors reiterated that this will be included in *Town Topics*, which will be available to residents via email as well as a printed version that can be sent through the mail. The printed version will also be available at Town Hall and the Visitor Center.

Commissioner DeNapoli requested Commission consensus on printing and mailing the general election and ballot measure information to all Town residents. He pointed out that voting by mail will begin in October, which means this is a timely issue. Mayor Malkoon noted that the physical version of *Town Topics* could be mailed to all residents.

Town Attorney Trevarthen added that the information does not have to constitute the entirety of the issue of *Town Topics*, as the document will include a message with information about polling places and registration in addition to an explanation of the ballot measure. It can be either included in the regular mailing of *Town Topics* or in a special election edition of the document, as the Commission desires.

Mayor Malkoon requested clarification of the cost of the proposed mailing of information to all residents. It was determined that this would be brought back to the September 18, 2024 meeting.

Commissioner DeNapoli also addressed the concerns raised during public comment regarding construction of a home, requesting that a closer look be taken at the subject property.

Commissioner DeNapoli recalled the concerns raised by Commissioner Graziano regarding the time frames of certain contracts, as well as his own suggestion regarding the time frame of the Aruba revocable license agreement. He advised that while he had voted to renew the agreement for one year in order to prevent any disruption of business; he felt bringing the Item before the Commission three weeks before the end of the current fiscal year and current agreement was a very short time frame, and requested that the next time the Item is presented to the Commission, it should be done at least three months before the end of the contract date.

Commissioner DeNapoli continued that he also had an ongoing concern with the continuation of actions which began in response to the COVID-19 pandemic, as some of the practices begun during the pandemic seem to be carried forward indefinitely. He felt these should now be over, as the pandemic has greatly subsided.

Mayor Malkoon noted the passing of resident John O'Connor, co-owner of the Cookie Shop, on September 4, 2024, and extended condolences to his family.

Mayor Malkoon advised that an office has been established at Town Hall for use by the Commission, and is also available for use by private entities.

16. ORDINANCES 1ST READING

- a. **Ordinance 2024-08: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, 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.**

This Item was deferred until the September 18, 2024 meeting.

17. ORDINANCES 2ND READING

None.

18. RESOLUTIONS – PUBLIC COMMENTS

None.

19. QUASI JUDICIAL PUBLIC HEARINGS

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

- a. **The applicant seeks approval of a Conditional Use Permit for a waiver of the requirements of the Town's sign regulations, Article VIII, "Sign Regulations," of Chapter 30, "Unified Land Development Regulations," of the Code of Ordinances for installation of a new Mid-Century Modern Style sign which does not meet the requirements of the Code of Ordinances. The proposed sign includes letters that are 18 inches in height where the Town Code allows for a maximum letter height of 12 inches. In addition, the proposed sign includes a symbol that is 24 inches in height where the Code only allows for a maximum symbol size of 12 inches. Finally, the total square footage of the proposed sign is 40 square feet where the Town Code allows for a maximum sign square footage of 32 square feet. The request requires conditional use approval to permit installation of the proposed sign.**

Development Services Director Jhanelle Campbell stated that this Item requests conditional use for the installation of a Mid-Century Modern-style sign at Pier 14 Tapas and Cocktails. Town Code allows for Applicants to request conditional use approval for signs that do not align with the Town's preferred architectural style of Mid-Century Modern.

The requested sign has letters which are 18 in. high where 12 in. heights are allowed by Code. The sign's symbol height is 24 in. high where 12 in. are allowed by Code. The total square footage of the sign exceeds the allowed square footage of 32 sq. ft. The sign is 40.5 sq. ft.

The sign's rendering was submitted to the Town's architect, who approved and agreed that its style is Mid-Century Modern. It would be installed in the Town's B-1 zoning district.

A public participation meeting was held in relation to the Application, but was attended by no members of the public. Notice for both the public participation meeting and tonight's Commission meeting were sent to all residents within a 300 ft. radius of the subject property. The Town has received no responses in relation to the Application.

If approved, the sign must adhere to the drawing provided within the Commission's backup materials. The symbol height may not exceed 24 in., the total sign area may not exceed 40.5 sq. ft., and the letter height may not exceed 18 in. The development order

also requires that the Applicant obtain a building permit no later than March 12, 2025. All outstanding debts to the Town must be paid before the permit may be issued.

Commissioner DeNapoli requested additional information on the sizing of the sign. Development Services Director Campbell explained that the request would allow an additional 6 in. of letter size and an additional 12 in. of symbol size, as well as an additional 7.5 sq. ft. of total sign square footage. She cited other examples in the Town of similar conditional use requests which have been approved in the past when the letters reflected the Mid-Century Modern architectural style.

Commissioner Graziano requested a timetable on the establishment of the sign. Development Services Director Campbell replied that the development order requires the building permit to be obtained by March 12, 2025; however, the sign is expected to be in place sooner.

Christian Jacques, Applicant, stated that the sign was designed by a company with previous experience in Lauderdale-By-The-Sea. He described the sign as minimalistic despite the size of the lettering, and asserted his intent for the restaurant to be a good neighbor.

At this time Mayor Malkoon opened public comment.

Spiro Marchelos, 2 Commercial Boulevard, stated that the Application should be approved.

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

Vice Mayor Strauss made a motion, seconded by Commissioner Graziano, to approve. Motion carried 4-0.

- b. Appeal from an Administrative Decision (2024-AAD-01) (the "Appeal") pursuant to Chapter 30, "Unified Land Development Regulations," ARTICLE IX, "Appeals," Section 30-531 of the Town Code of Ordinances ("Town Code") for approval to be classified as a drug store/pharmacy (with no on-site prescription writing for controlled substances identified in Schedule II, III, or IV in F.S. SS 893.03, 893.035, or 893.0355) as such is a permitted use within the B-**

1 zoning district pursuant to Section 30-271 a (1) (z) of the Town Code.

Development Services Director Campbell stated that the request is an appeal from administrative decision 2024-AAD-01. The business, Elite CBD, has asked to be classified as a drugstore/pharmacy in the B-1 zoning district on Commercial Boulevard. There would be no on-site writing of prescriptions for controlled substances as identified in Schedule II, III, and IV.

Town Staff reviewed the Applicant's proposal and denied the request, as the business does not meet the legal definition of "pharmacy" under Florida Statute 465, the Florida Pharmacy Act. A pharmacy is defined as a location where medicinal drugs are compounded and/or dispensed and prescriptions are filled. Elite CBD's products and supplements do not fall within these categories.

CBD supplements do not meet the definition under the Florida Pharmacy Act, and the Applicant has not provided evidence that their business should be classified as a pharmacy or drugstore. Town Staff also presented the request to the Town's Planning and Zoning Board at its most recent meeting. The Planning and Zoning Board recommended that Staff's denial be upheld.

Commissioner Graziano asked if the Applicant had applied for any other designation. Development Services Director Campbell replied that the Applicant had considered several other categories listed as permitted within the B-1 zoning district; however, it was her professional opinion that the Applicant's business model does not fit any of the uses currently permitted in that district.

Following the Planning and Zoning Board meeting, the Applicant emailed the Development Services Director to state that they would like to add the sale of leather goods to be added to their business model. This request was not included in the appeal of the administrative decision, as the business model described in that Application included only supplements. The Applicant may choose to reapply with an amended business model.

Aviv Fhima, Applicant, gave a presentation on the appeal, stating that the business sells vitamins and supplements, over-the-counter health and wellness products, personal care items, and goods other than CBD. This practice aligns closely with the drugstore/pharmacy category. The business fully complies with all local, state, and

federal regulations regarding the sales of its products. All offered products are legal and safe.

Mr. Fhima requested that the appeal not be limited by a technicality, asserting that the store is a drugstore without prescription pharmacy services. He defined “drugstore” as a retail establishment where the items mentioned above are sold, along with other general goods and convenience items.

Mr. Fhima continued that a drugstore does not require a pharmacy, as it operates as a retail outlet selling the aforementioned items without the need to fill prescriptions. While many drugstores include a pharmacy, it is not a requirement. For this reason, he felt the business could be categorized as a drugstore/pharmacy.

The business’s products are approved by the Federal Drug Administration (FDA) and are fully legal for sale in Florida. No prescriptions are necessary, as all sales are over-the-counter. Items for sale include health and body products, vitamins, and supplements, many of which do not contain CBD. He emphasized that the focus of the business is on pain management.

Mr. Fhima continued that it was his belief that vitamin and supplement stores carry similar products, which he felt aligned with the category of drugstore. The current store is located in Coral Ridge Mall. Because the owners are from the Lauderdale-By-The-Sea area, they are interested in opening within the Town. He also noted that many Town residents are over the age of 50 and experience chronic pain and sleep issues, which can be addressed by the store.

Vice Mayor Strauss asked if the Town’s Ordinance specifically requires a drugstore to include a pharmacist in order to operate as such. Development Services Director Campbell replied that the category is drugstore/pharmacy with no on-site prescription writing for controlled substances as described earlier. She felt the slash included in the category indicates that both services should exist together.

Vice Mayor Strauss also requested clarification that in order to operate as a drugstore, a business must also have a pharmacist on-site for the purpose of dealing with controlled substances. Development Services Director Campbell confirmed that this was her interpretation of Code.

Vice Mayor Strauss observed that none of the items cited in the Applicant’s presentation were controlled substances. Development Services Director Campbell referred to

Florida Statutes, which define a pharmacy as a location where medicinal drugs are compounded/dispensed or prescriptions are filled. None of these activities are proposed to occur at the establishment.

Vice Mayor Strauss continued that he would also like to better understand what will be distributed by the store. He acknowledged that there may be a concern that the store would be a distributor of THC products in the future if those products become legal in the state of Florida. Development Services Director Campbell advised that this was not presented as part of the establishment's business model.

Mayor Malkoon asked if the term "drugstore/pharmacy" was considered to be an "and/or" example or if the two words were essentially classified as the same. Town Attorney Trevarthen replied that the Town Commission is considered the author of the Town's laws. Because the law in question is zoning law, the responsibility to interpret the meaning of that law falls to Development Services Staff, who apply their experience and judgment in interpreting that Code. Staff has also reached out to the Town Attorney with regard to their interpretation, and the Town Attorney found their interpretation to be a reasonable one.

Town Attorney Trevarthen continued that as the authors of Town Code, the Commission may have a different view of the issue, and may take action either on Staff's decision or on clarifying the list of permitted uses. She noted that this discussion has a long history within the Town, and pointed out that the Commission has been extremely specific in ensuring there is no discretion or flexibility in the interpretation of uses.

Commissioner DeNapoli asked if there is any other approved use with which the store may be able to comply. Development Services Director Campbell replied that she did not see any other such category in her evaluation of the Application, unless the Commission directed her to interpret another category that could fit the proposed business.

Commissioner DeNapoli also asked if the impact of Amendment 3 on the November 2024 Florida ballot would have any effect on this issue. Town Attorney Trevarthen replied that the Town has already processed an Ordinance in relation to Amendment 3, which prohibits uses related to medical marijuana. The effect of that Ordinance is to cover the broader potential for adult personal use of marijuana.

Town Attorney Trevarthen added that it was her understanding that the products proposed for sale by the Applicant do not meet the criteria for products that would be subject to a medical marijuana Statute.

Commissioner DeNapoli asked if a vitamin store would be an allowed use. Development Services Director Campbell advised that in her interpretation, the Town does not have a category that would allow the approval of a vitamin shop.

Town Attorney Trevarthen recalled that this issue was first addressed at some length in 2011. Approximately three years ago, the Commission comprehensively revisited uses in the B-1 district once more. She noted that the result closely reflects what the Commission had wanted at that time; however, the Commission may revisit the issue again going forward, outside of tonight's appeal, if they wished. They may also provide Staff with direction related to the current appeal.

Vice Mayor Strauss described the proposed business as similar to a vitamin shop, noting that those stores also do not have a pharmacist on staff. He was not certain why the Application was denied, pointing out that Ordinances which do not specifically deny vitamin shops can create issues of ambiguity. His concern was that the store could be shut out of conducting legitimate business in the Town.

Vice Mayor Strauss continued that because the Town cannot account for every possible scenario, they had created a protection plan to allow the Commission to review whether or not a specific use may or may not be allowed. He felt the proposed business is an example of one of these uses. He concluded that he did not take issue with the Application, as he did not believe the lack of a pharmacy violated permitted uses. He felt the store could benefit residents of the Town.

Commissioner Graziano requested clarification of the term "CBD." He explained that if that term were not used in the Application, it would be unlikely to raise as many questions about the business. While he did not believe the store would fall into the category of drugstore/pharmacy, he also characterized it as similar to a vitamin shop.

It was clarified that the term "CBD" refers to cannabidiol. Town Attorney Trevarthen further clarified that while the product is derived from hemp, it is considered to be non-euphoric in nature.

Mr. Fhima stated that most of the business's customers are over the age of 50 and experience some type of pain. The products sold include creams for muscles and joints, as well as oils that can be placed under the tongue for relaxation.

Mr. Fhima emphasized that the store specializes in and will only sell CBD products. Cannabidiol is derived from the part of the marijuana plant that carries no psychedelic effects and can be used to alleviate inflammation or anxiety. He added that the business has no plans to become a dispensary.

Town Attorney Trevarthen advised that the list of approved uses includes a Section called YYY, which addresses uses not listed in Code. This Section states that any use not listed may be authorized by the Town Manager only if the proposed use is similar to a listed use; otherwise an amendment to the chapter would be required. The amendment process would require a consultation with the Town Commission if there is a proposal to find a non-listed use similar to a listed use.

Town Attorney Trevarthen continued that if the Commission is inclined to grant the appeal, one way to proceed would be to use the language in Section YYY to make a finding that the proposed use is similar to a drugstore/pharmacy, such as a vitamin store, and that going forward, that use would be treated as similar.

Vice Mayor Strauss asked if the Commission would be able to proceed using the language of Section YYY at tonight's meeting, or if it must be tabled and revisited at another time. Town Attorney Trevarthen replied that this could be done tonight with the Applicant's concurrence.

Town Manager Connors observed that Town Staff seeks to be conservative in its decisions, particularly with regard to new uses that may not be specifically covered by Code. Should the Commission wish to consider the proposed use similar to a drugstore/pharmacy, Town Staff may proceed in that direction; however, she emphasized that the Commission would not be able to limit the number of businesses which may wish to come into the Town with that specific use.

Town Attorney Trevarthen noted that if the Commission feels the proposed business should be treated as a drugstore, they would grant the appeal. Vice Mayor Strauss reiterated that, like Commissioner Graziano, he felt the use was more accurately likened to a vitamin shop, but asked if "vitamin shop" would then have to be likened to a drugstore/pharmacy. Town Manager Connors clarified that this would be a similar use

but not the same, and could be considered as a “vitamin/supplement store” for greater clarity. It would not be a conditional use.

Town Manager Connors suggested that “vitamin/supplement store” was a more appropriate categorization for the proposed business, as it does not clearly fit within the definitions the Town has investigated. It was clarified that conditional uses are categorized in a separate section and require additional review and consideration.

Commissioner DeNapoli asked if the Town’s existing Ordinance would block medical marijuana dispensaries from operating in the Town. Town Attorney Trevarthen confirmed this. Commissioner DeNapoli suggested that the Commission consider whether or not more stores like the proposed business could come into the Town.

Mr. Fhima reiterated that the products that would be sold by the store would not be similar to THC and the store would not operate in a similar manner to a dispensary, as they would have no dispensary license. This would not be affected by the passage of Amendment 3.

Commissioner DeNapoli asked if another business of the same nature would automatically be approved as a similar use, or if the Commission would have to hear individual requests. Town Attorney Trevarthen replied that if the Commission finds the profile of another business to be similar to the proposed store, that interpretation would be applied more generally going forward.

Town Attorney Trevarthen added that another possibility is to reopen the list of uses permitted in the B-1 zoning district. If a use currently permitted is later removed from the approved list, that use would be considered legally nonconforming and could remain in the Town as long as they remain compliant with the law.

Commissioner Graziano asked if Code can be amended to eliminate the word “pharmacy” to ensure that the public does not perceive the Commission as approving the store and its business model as a pharmacy. Commissioner DeNapoli asked if Code could be amended to allow for a vitamin shop, under which the proposed business could qualify as a permitted use. Town Attorney Trevarthen replied that this could be done, but would require a minimum of two months before it would come before the Commission, as it must first go before the Planning and Zoning Board. If the Commission determines tonight that the requested use would be permitted, the business can proceed immediately.

At this time Mayor Malkoon opened public comment.

Marc Pearson, resident, commented that he had attended the Planning and Zoning Board meeting at which the appeal was discussed. While he did not consider himself knowledgeable about CBD, he was in favor of the proposed business.

Mr. Pearson also addressed the interpretation of zoning Code, noting that Ordinances typically refer to dictionary definitions of uses, such as “drugstore.”

Vice Mayor Strauss made a motion to allow the Applicant to proceed under similar use as stated in Section YYY.

Town Attorney Trevarthen requested clarification of the specific use to which the Commission found the proposed use to be similar. Vice Chair Strauss clarified that his **motion** was intended to find it similar to a drugstore.

Mayor Malkoon expressed concern that the proposed use does not meet Florida requirements for a drugstore. Town Attorney Trevarthen confirmed that the Town may find the uses to be similar even if the use does not meet those requirements.

Commissioner Graziano seconded the motion, Motion carried 4-0.

20. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 8:47 p.m.

Mayor Edmund Malkoon

ATTEST:

Katrina Adler, Town Clerk

Date



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
SECOND BUDGET HEARING
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Wednesday, September 18, 2024
5:01 PM

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 5:01 p.m. Also present were Vice Mayor Randy Strauss, Commissioner Richard DeNapoli, Commissioner John A. Graziano, Commissioner Theo Pouloupoulos, Town Attorney Susan Trevarthen, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, Development Services Director Jhanelle Campbell, Director of Budget and Finance Lucila Lang, Assistant Finance Director Edner Saint-Jean, Events and Marketing Manager Katie Anderson, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. DISCUSSION ITEM

- a. Resolution 2024-36-A – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING AND ADOPTING THE FINAL TOWN AD VALOREM TAX MILLAGE RATE AT 3.9235 MILLS PER THOUSAND DOLLARS OF TAXABLE ASSESSED VALUE, WHICH IS 8.07% ABOVE THE ROLLED BACK MILLAGE RATE OF 3.6304 MILLS COMPUTED PURSUANT TO STATE LAW, FOR THE 2024 TAX YEAR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

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

Commissioner DeNapoli commented that he was in favor of keeping the millage rate the same as in the current year; however, he felt the Town must prepare for the potential passage of a statewide ballot initiative which will result in reduced revenue for the Town in fiscal year (FY) 2025-2026. He recalled that at the September 12, 2024 budget hearing,

the Commission had moved \$50,000 into a Contingency Fund. Another \$100,000 that was unused in FY 2023-2024 will be carried over into the FY 2024-2025 budget.

Commissioner DeNapoli also noted that some Commissioners had questions regarding charitable donations, which totaled \$68,500. He distributed a comparison summary between the FY 2024 and proposed FY 2025 budgets, recalling that some nonprofit entities apply a formula to determine the amount of their request. He concluded that he felt Mayor Malkoon's earlier suggestion of providing donations on a reimbursement basis had been well-stated.

Commissioner DeNapoli made a motion, seconded by Vice Mayor Strauss, to adopt the millage rate of 3.9235. Motion carried 5-0.

b. Resolution 2024-41-A – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING THE ATTACHED FINAL TOWN BUDGET FOR THE 2024/2025 FISCAL YEAR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

Director of Budget and Finance Lucila Lang stated that the proposed FY 2025 budget was updated to reflect the changes made by the Commissioners at the September 12, 2024 budget hearing. These included moving \$50,000 from the litigation contingency fund to the general Contingency Fund, as well as the \$100,000 Capital Improvement Program (CIP) carry-over from FY 2024 to FY 2025 to fund a legacy garden.

Mayor Malkoon reiterated that some nonprofit entities calculate their donation requests based on a formula which reflects the number of local residents assisted by their services; however, he suggested greater oversight of the nonprofits which make more general requests by providing them with donations based on a reimbursement model, through which the Town would reimburse the nonprofit for eligible expenses up to the approved total of the donation. Director of Budget and Finance Lang confirmed that this could be done.

Commissioner Graziano recalled that he had proposed the nonprofit entities tell the Commission exactly what they would do with the donated funds, as well as how donations have been used in the past. He had also suggested an across-the-board donation of

\$2500 to each nonprofit, although there had been no Commission consensus on that suggestion.

Commissioner Graziano asserted that in the future, there would be greater evaluation of the nonprofits' documentation, as most of their requests had seemed to be based on the previous year's received amount. He wished to see the value provided to the community by the nonprofits and concluded that the Commission has an obligation to ensure that the money they expend is used toward Town activities.

Mayor Malkoon observed that local nonprofits, such as the Woman's Club or the Merchants' Association, indicated that they would use donated funds to improve their facility and promote or advertise businesses respectively. He felt a reimbursement model was appropriate for these entities to ensure that funds are used as requested.

Commissioner Poulopoulos noted that the issue of charitable donations was addressed earlier in the year when the Commissioners saw and voted upon the nonprofits' presentations. It was his position that the Commission should make good on the commitment made when they voted to fund the nonprofits based on their presentations.

Commissioner Poulopoulos continued that he did not take issue with making a change to the Town's donation policy in FY 2026. He cautioned that a reimbursement program could create more work for Town Staff, and felt the Commission could identify other solutions, such as ending the Town's donation program, placing a cap on donations, or donating only to entities which have a direct impact on the Town or are located within the Town. He concluded that he did not want to counteract the Commission's previous funding decisions for nonprofits, and the Commission should make good on their word.

Vice Mayor Strauss agreed with Commissioner Poulopoulos's comments.

Commissioner DeNapoli recalled that when the nonprofits had presented their donation requests in July 2024, the Commission had made it clear that changes could be made to the budget process. He felt the Commission should ensure that donated funds will be used as described by the nonprofits.

Commissioner DeNapoli asked if other Broward municipalities have similar donation request policies, pointing out that Fort Lauderdale's program includes a participation agreement that allows them some oversight into how funds are used. Director of Budget and Finance Lang recalled that two years ago, Town Staff looked at other municipalities' policies or programs. Some municipalities provide donations in a similar manner to the

Town, while others donate a specific amount and others retain outside organizations to evaluate the requests and make a proposal to the governing body.

Mayor Malkoon advised that his intent was to ensure funds are being spent in the proper way, as he had reason to believe this has not always been the case in the past.

Linda Collins, representing the Woman's Club of Lauderdale-By-The-Sea, briefly reviewed the Club's history, recalling that their organization began in 1948, and their building was constructed in 1956. Over the years the Club has provided a food bank, participated in the Town's 4th of July parade, collected toys for children in need, and provided funds to Women in Distress and other entities. They would like to have an even greater footprint in the Town. She concluded that windows in the Club's building need to be replaced.

Commissioner Graziano stated that he was willing to accommodate the nonprofit donation requests as previously decided by the Commission, but pointed out that in the next fiscal year, the nonprofits' applications will determine the kind of support provided to them by the Town.

Commissioner DeNapoli also spoke in favor of a more detailed description of nonprofit activity. He concluded that he was also willing to support the Commission's previous decision on nonprofit donations in FY 2025, but suggested that in the future, the Commission change the nonprofit application process or create a reimbursement program before next year's budget discussions.

Commissioner Graziano made a motion, seconded by Vice Mayor Strauss, to proceed with the nonprofit donations.

Mayor Malkoon observed that Commissioner Graziano's **motion** would mean that in FY 2025, Town organizations requesting funds would be provided with donations on a reimbursement basis.

Town Attorney Susan Trevarthen recommended clarification of the term "Town organizations." It was clarified that this would include the Lauderdale-By-The-Sea Woman's Club, the Lauderdale-By-The-Sea Merchants' Association, and the Lauderdale-By-The-Sea Garden Club.

Mayor Malkoon further clarified that these organizations could be asked to provide invoices showing how funds would be used, which was not the case for other nonprofit entities that have requested donations.

Vice Mayor Strauss recommended that the Commission approve this year's donations as previously agreed, and that the Commissioners further discuss developing a system for future donations which would clarify what the organization does and how the Town's donation would be used. He felt this could be part of the nonprofit application in the future.

Director of Budget and Finance Lang explained that in the current process, a nonprofit organization sends an email or letter requesting a donation for an amount they have determined based on their budget. She suggested that Staff can further develop the application to include a description of how the previous year's donation was spent.

Commissioner Graziano advised that he would recommend the method described above for the next year. He felt all nonprofits should be asked to provide a detailed description of how the previous year's donation was spent. Mayor Malkoon pointed out that many nonprofits already provide this information to the Town, recalling that some entities had cited specific services to Lauderdale-By-The-Sea residents.

Mayor Malkoon continued that there are three Town-based organizations requesting donations in the amounts of \$3000, \$7000, and \$5000, which would not require a great deal of documentation of transactions. He also cautioned that in the past, donated funds may have been used to benefit certain entities in a way that did not meet the organization's stated purpose. This was why he recommended greater transparency for the use of taxpayer dollars.

Commissioner Graziano **restated** his earlier **motion** as follows: **motion to approve the nonprofit items listed in the Resolution, and to ask the three Town-based organizations to supply the Commission with confirmation of how expenditures would be made.**

Vice Mayor Strauss recommended the following **amendment** to the **restated motion**: **that the three local entities must provide evidence of how the donated funds were spent.**

Vice Mayor Strauss seconded the motion.

Town Attorney Trevarthen clarified that while this **motion** specifically addressed the issue of donations, the Commission would also have to approve the entire budget.

Motion carried 5-0.

Commissioner DeNapoli also noted that a budget line item for roadway paving is nearly \$500,000 and recalled that there had been previous discussion of postponing the paving of some streets to FY 2026 in recognition of possible shortfalls going forward.

Deputy Town Manager/Public Works Director Ken Rubach advised that a portion of this line item is carried over from the current fiscal year to finish work in the Downtown area, including bollards and paving. \$300,000 would be used to pave roadways, while the amount carried over would be used to complete the Downtown work.

Director of Budget and Finance Lang reminded the Commission that the amounts reflected in the budget will come back to them for approval once the projects begin and/or for contract approval as required. Budget amendments can also be made as needed throughout the year. Funds not spent in FY 2025 will either be carried over into FY 2026 or go into the Fund Balance at the end of the fiscal year.

Deputy Town Manager/Public Works Director Rubach advised that the only exception to the process described above would be the bollard project for which funds were being carried over, as that project was previously approved by the Commission. He confirmed that roadway projects in FY 2025 will come back to the Commission, as they exceed the limit of the Town Manager's purchasing authority.

Commissioner Pouloupoulos requested additional information on a Public Works line item of \$153,000 for building maintenance. Director of Budget and Finance Lang replied that part of this line item addresses building maintenance, while another part would go toward the tennis court access system and fencing.

Deputy Town Manager/Public Works Director Rubach further clarified that the tennis court access system is being changed to a fob system, which will cost \$12,000. Another \$16,000 will go toward fencing. He noted that the building maintenance portion of these funds will go toward general maintenance of Town buildings. Additional funds are typically included in this line item for contingencies.

Commissioner Pouloupoulos asked what would happen to funds left over in this line item. Director of Budget and Finance Lang advised that these dollars go into the Fund Balance for the next fiscal year, as the line item is part of the General Fund.

Commissioner Pouloupoulos noted that there are several large line items within Public Works and asked if these might be “over-estimates.” Deputy Town Manager/Public Works Director Rubach explained that these line items are inclusive of additional costs, citing storm drain maintenance as an example. This line item includes a contract cleaning of storm drains, which can be expensive.

Deputy Town Manager/Public Works Director Rubach added that the Contractual Services line item includes maintenance of tennis and bocce courts, the Town’s camera system, beach raking, pressure washing, tree trimming, landscaping, and maintenance of tree health, among others.

Commissioner Pouloupoulos asked how much of the FY 2024 budget was a remainder carried over from FY 2023. Director of Budget and Finance Lang referred to the July 2024 Finance Report, noting that Municipal Services currently has a surplus of roughly 28%. The FY 2024 budgeted \$3.8 million for FY 2024 and has spent \$2.7 million of that budget to date, with two months remaining in that fiscal year. She cautioned that billing for some larger expenses may not have been received yet.

Commissioner Pouloupoulos requested clarification later on of the percentage of this line item that will remain to be carried over into FY 2025 at the end of FY 2024. He pointed out that this may result in significant savings in the future.

Deputy Town Manager/Public Works Director Rubach added that there will be a surplus in Contractual Services, recalling that he had included a high number for the pressure washing contract.

Commissioner DeNapoli requested clarification of a \$45,000 line item for tennis court lighting. Deputy Town Manager/Public Works Director Rubach stated that the Town currently has a very old lighting system that often experiences failures and requires electrical maintenance. The Commission may determine whether they would like to move forward with this project in FY 2025 or postpone it to a later year.

Commissioner Graziano asked if the updated budget includes the Friday Night Music line item discussed at the September 12, 2024 meeting. Director of Budget and Finance Lang

replied that the line item has not been removed. It reflects the budget for six Friday Night Music events.

Commissioner Graziano asked if the Downtown restaurants that benefit from the Friday Night Music events have made any payment toward that line item. It was clarified that they have not. Commissioner Graziano asserted that these businesses have not acted as reliable partners with the Town, and did not feel the Town should pay for the Friday Night Music events to benefit them.

Mayor Malkoon recalled that the previous Town Commission had considered leaving Friday Night Music out of the budget, which resulted in some businesses approaching the Town to propose a partnership toward which they would provide some funding. The businesses have provided no funding thus far.

Commissioner Graziano recalled that there had been previous discussion of the breakdown of costs associated with Friday Night Music. He reiterated that this event does not show a good partnership between the Town and the Downtown businesses, and he did not want to support it in the FY 2025 budget.

Commissioner Graziano made a motion, seconded by Commissioner Poulopoulos, to leave the Friday Night Music line item out of the budget.

Vice Mayor Strauss stated that he agreed with Commissioner Graziano regarding the contributions discussed but not provided by Downtown businesses. He recalled that when previous Mayor Chris Vincent had suggested not moving forward with Friday Night Music, the businesses had agreed to provide some funding. He had been surprised to learn the businesses have not participated in that partnership.

Vice Mayor Strauss continued that he did not want to remove the line item from the budget, as he felt this could unnecessarily punish the Town and its residents and visitors who enjoy the Friday Night Music events. He pointed out, however, that keeping this line item in the budget means the Town can revisit that item on a monthly basis, taking the businesses' partnerships into account when making a decision on whether or not to hold the monthly event.

Vice Mayor Strauss proposed that the Town add a caveat to the Friday Night Music line item to indicate that the event would not be held without the financial participation of Downtown businesses.

Commissioner DeNapoli recalled an earlier discussion of adding more family-friendly events to the Town's budget, and noted line items referring to these events. He requested clarification of how these events relate to Friday Night Music, recalling that the previous discussion had included a reference to extra Friday Night Music events.

Director of Budget and Finance Lang recalled that in FY 2024, the Town budgeted \$240,800 toward these events, which included an Easter Egg Hunt, Movies at the Park, and Taste of the Beach as well as one additional Friday Night Music event to be added to the five music events already scheduled.

Mayor Malkoon asked if Commissioner Graziano wished to amend his motion to remove the Friday Night Music line item in light of the Vice Mayor's proposal to review these events on a monthly basis. Commissioner Graziano explained that he did not wish to continue to work with entities that do not honor their commitments, and asked if there has been any recent outreach from the businesses in question.

Events and Marketing Manager Katie Anderson advised that during the FY 2024 discussion of Friday Night Music, the Commission's directive had been for the businesses to contribute a token amount toward the overall event costs. One restaurant had offered to leverage a vendor partnership as part of the token contribution. Several follow-up discussions have ensued, but no contribution or in-kind donation has been received.

Events and Marketing Manager Anderson noted that if the events are approached on a month-to-month basis, the Town will have to secure contracts for appearances. She asked if the Commission's expectation is for the individual businesses to come to the Town and offer to contribute, or if there may be a meeting the businesses are invited to attend to discuss their commitment.

Commissioner DeNapoli asked how the Town would invoice and/or collect from the businesses. Events and Marketing Manager Anderson replied that if the Town proceeds in this direction in the future, she would need more clarity of this process and the Commission's expectations for it. Commissioner DeNapoli agreed that there is a need for a procedure, as well as identification of the businesses that would contribute.

Vice Mayor Strauss requested clarification of the contract deadline for the Town. Events and Marketing Manager Anderson replied that while there is not a strict deadline after which it would be too late to proceed, she has received requests over several months by bands that would like to be placed on the schedule. Because bands also book their seasons in advance, it may affect the quality of performers if contracts are not secured in

the near term. She added that the Town's contracts include clauses that allow them to cancel arbitrarily, although this would not be ideal. The first Friday Night Music event would be held in January 2025.

Vice Mayor Strauss asked if delaying the discussion for another month to allow the Town's partners to make their contribution would affect the Town's ability to contract with bands. Events and Marketing Manager Anderson replied that another month would not be too great a delay.

Vice Mayor Strauss concluded that the Commission could decide tonight to keep the line item in the budget and then decide later to call off the event if necessary.

Commissioner Graziano asked if the Commission could agree to keep the line item in the budget and review it in a month; however, the businesses must pay the past due amount. He also asked if the businesses must be asked to contribute in the future, and recommended that if this is done, the payments must be made in advance of the events.

Mayor Malkoon requested clarification of the Downtown business partners for Friday Night Music. Events and Marketing Manager Anderson replied that Aruba Beach Café had offered to leverage a relationship with a vendor, which would contribute the \$15,000. The Town has been in contact with this entity, which has indicated that the funds are forthcoming.

Peggy Mohler, resident, stated that a check is forthcoming from the vendor. She added that other restaurants were also intended to participate in the agreement. She could not provide a date on which the funds could be expected.

Commissioner Graziano asserted that he would like the Town to at least stipulate that the businesses have to pay the past due amount before the Town approves any more funds for Friday Night Music, and that payment must be made in advance in the future.

Mayor Malkoon pointed out that this would mean the line item does not have to be removed from the budget at this time, and no motion would be necessary.

Events and Marketing Manager Anderson confirmed that she understood the stipulations.

Commissioner Pouloupoulos commented that the proposed agreement is not with specific businesses but with a third-party distributor that has indicated interest in providing \$15,000 toward the event. He continued that this was not the partnership he had felt was

proposed, and there is no written contract between the Town and the Downtown businesses. He felt there should be a more formal commitment than an understanding and wished to see a written contract going forward.

Commissioner Pouloupoulos concluded that he felt the Town should approve the Friday Night Music line item as part of the FY 2025, but he would like to see this issue brought back at a subsequent Town meeting well before the events are scheduled to begin in January 2025 for further discussion of how to proceed.

Commissioner DeNapoli made a motion, seconded by Vice Mayor Strauss, to discuss this topic further as an Agenda Item at the October 8, 2024 meeting. Motion carried 5-0.

Commissioner DeNapoli reiterated that there had been discussion at earlier meetings of additional Town events, such as the Easter Egg Hunt, an additional Friday Night Music event, Taste of the Beach, and others. He cautioned that the Town is spending a significant amount to refurbish El Prado Park, and that future events will result in more wear and tear on that facility. He asked if the Commission preferred to annualize funding for these proposed events, or if they would rather revisit each individual event in advance.

Vice Mayor Strauss noted that Taste of the Beach had been a great success, and felt prices could be raised for this event in the future in order to break even. He was not in favor of limiting events in El Prado Park, but felt the park should be used for events that benefit the community. He recommended keeping the proposed events in the budget.

Events and Marketing Manager Anderson recalled that in FY 2024, Taste of the Beach had been intended as a one-time event which was part of the Town's 75th anniversary celebration. Town Staff will take post-event notes into account as they plan for the 2025 event, including reevaluation of ticket prices and the number of vendors to be included. The ticket price would go back into the General Fund.

Commissioner Graziano praised the FY 2024 Taste of the Beach, but requested clarification of whether or not the Chamber of Commerce had been intended to partner with the Town on that event. Events and Marketing Manager Anderson replied that this had not been the case, reiterating that the event had been scheduled as part of the anniversary celebration.

Town Attorney Trevarthen reviewed actions taken earlier on the FY 2025 budget, which included:

- Funding nonprofit entities as agreed to earlier, but requesting that the three Town organizations supply confirmation of how their funds are expended
- Adding an Agenda Item for the October 8, 2024 meeting to further discuss the Friday Night Music line item

She concluded that no changes have been made to the budget itself.

Commissioner DeNapoli made a motion, seconded by Commissioner Pouloupoulos, to approve the budget, incorporating those two intermediary motions. Motion carried 5-0.

4. ADJOURNMENT

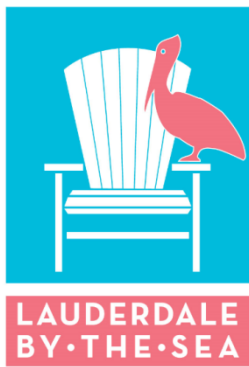
With no other business to come before the Commission at this time, the meeting was adjourned at 6:20 p.m.

Mayor Edmund Malkoon

ATTEST:

Katrina Adler, Town Clerk

Date



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Wednesday, September 18, 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, Commissioner Richard DeNapoli, Commissioner John A. Graziano, Commissioner Theo Pouloupoulos, Town Attorney Susan Trevarthen, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, Development Services Director Jhanelle Campbell, Director of Budget and Finance Lucila Lang, Assistant Finance Director Edner Saint-Jean, 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

Town Attorney Trevarthen requested that Item 16.a be deferred to a future meeting.

Commissioner DeNapoli requested that his proposal for the Town to send out a postcard regarding the November 2024 ballot initiative be revisited tonight. Deputy Town Manager/Public Works Director Rubach confirmed that he would discuss this issue as part of the Town Manager Report.

5. PRESENTATIONS

a. Fire Prevention Week Proclamation

Mayor Malkoon read a Proclamation designating the week of October 6 through October 12, 2024 as Fire Prevention Week in Lauderdale-By-The-Sea. He encouraged residents to ensure their homes have working smoke alarms and to support the public safety activities presented by the Town's Fire and Emergency services.

6. PUBLIC COMMENTS

At this time Mayor Malkoon opened public comment.

Peggy Mohler, resident, requested that when the Town's solid waste pickup contract is next negotiated, the Town's businesses would like to have input on this decision.

Marc Pearson, 1921 Water's Edge, recalled that he had previously informed the Town of his concerns regarding construction at the property located at 1931 Coral Reef Drive. On August 14, 2024 he submitted an appeal addressing a rooftop activity area, a third story, and the overall design of the building. The appeal was rejected by the Town.

Mr. Pearson had submitted a second appeal as well as three additional appeals related to the three Town Ordinances of which he felt the building was in violation. He is developing an additional appeal which would focus on Town Staff, which he felt has exceeded their authority in relation to the building. He requested that the Commission direct Town Staff to process the requested appeals.

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

7. PUBLIC SAFETY DISCUSSION

a. BSO August 2024 Public Safety Report

Captain Bill Wesolowski of the Broward Sheriff's Office (BSO) stated that Deputy Adam Yates was named Deputy of the Month for August 2024. He described an incident in which the Deputy detained and charged an individual in possession of stolen property.

Captain Wesolowski reminded all present that Wednesday, October 2, 2024, between 8 a.m. and 10 a.m., BSO personnel will participate in the annual "Coffee with a Cop" event at the Village Grille. BSO will also have a tent at the upcoming Founders Day event and will have Police vehicles present for children.

b. PBFR August 2024 Public Safety Report

Pompano Beach Fire Rescue (PBFR) Fire Marshal Ashley Zelewski reported that in August 2024, PBFR ran 133 calls with an average response time of six minutes. PBFR will also have a Fire Department vehicle at the Founders Day event.

8. TOWN MANAGER REPORT

a. Town Manager Report

Deputy Town Manager/Public Works Director Rubach stated that solid waste contractor WastePro is allowed to request a consumer price index (CPI) increase of no more than 5% each year. This year's increase is 3.5%. This means residential single-family homes, duplexes, and multi-family residents will see a 95-cent increase per month. The 3.5% increase also applies to commercial and residential dumpsters and contractors. New rates will be posted on the Town's website.

The Town's current contract with the Chamber of Commerce is set to expire on December 29, 2024. There are two optional one-year renewal periods remaining. Deputy Town Manager/Public Works Director Rubach asked if the Commission wished to move forward with renewal or would prefer to renegotiate the contract, and if renegotiation is chosen, if the Commission wished to appoint an individual to serve as liaison to this process.

The Commissioners indicated consensus to renegotiate the contract with a liaison representing the Commission. Commissioner DeNapoli offered to serve as liaison.

The following upcoming meetings are scheduled:

- September 26, 2024: Special Magistrate Hearing at 5 p.m.
- October 2, 2024: Planning and Zoning Board Meeting at 6 p.m.
- October 8, 2024: Regular Town Commission Meeting at 6:30 p.m.

Deputy Town Manager/Public Works Director Rubach addressed the mailer to residents proposed by Commissioner DeNapoli. The mailer would provide information on an initiative which will be on the November 5, 2024 ballot. The Town Clerk has composed language for the mailer, which was reviewed by the Town Attorney. Conceptual Communications will put a flyer together on this topic. The cost is estimated at \$3500.

Commissioner DeNapoli emphasized the time-sensitive nature of the mailer, as vote-by-mail ballots will be mailed to voters beginning October 1, 2024. The Town is allowed to provide materials to its residents explaining the ballot measure. This information may also be made available electronically.

Commissioner DeNapoli added that in addition to informational materials and images of the ballot initiative, the Town may also provide general information on upcoming Town events as well as other communications to the community. He pointed out that many residents could miss information provided via email. He concluded that he would like to serve as liaison on this effort.

Town Clerk Katrina Adler advised that the letter reviewed by the Town Attorney focused solely on the November 5, 2024 election. The flyer includes the ballot initiative itself, but does not include any additional explanatory information on that initiative. The price quoted to the Town for distribution was for a postcard.

Commissioner DeNapoli suggested that the mailer include information related to the ballot initiative, such as historic participation rates in past elections. Town Attorney Trevarthen stated that the mailer includes information on the overall election, including the entirety of the ballot initiative's language. The Ordinance embedded within the ballot question acknowledges the historic participation data and other reasons that had contributed to the inclusion of the initiative. Providing additional information may require a change in format or incur greater costs.

Commissioner DeNapoli asked how much has been spent on larger mailers in the past. Assistant to the Town Manager Courtney Easley recalled that before residents had an "opt-out" option for *Town Topics*, the Town had paid approximately \$5000 to \$6000 in postage. This cost has decreased to roughly \$400 after residents opted out of receipt.

Mayor Malkoon agreed that the Town should provide a mailer on the ballot initiative, and acknowledged that *Town Topics* is the Town's primary means of reaching residents. He emphasized the importance of communication, and recommended that the Town proceed with mailing out *Town Topics* to all residents on a quarterly basis. The residents could be provided with an option to opt into email communications in the future rather than printed materials.

Deputy Town Manager/Public Works Director Rubach stated that Staff can gather information on past costs of mailing out *Town Topics*.

It was clarified that the postcard does not reflect its final design, but language only. Deputy Town Manager/Public Works Director Rubach advised that once Conceptual Communications has finalized the postcard, it can be sent in draft form to the Commissioners for review. It will be sent to each household in the Town.

Mayor Malkoon emphasized the urgency of sending the postcard to residents by October 1, when vote-by-mail ballots will be sent to residents.

b. July 2024 Finance Report

The Commissioners accepted the report without comment.

Director of Budget and Finance Lucila Lang advised that the Town is in the process of reviewing its investment policy with the Town Attorney and will meet on Thursday, September 19, 2024 with Truist Bank to discuss the policy further. The current policy has not been updated since 1996.

Commissioner DeNapoli recalled that the Commission has previously discussed locking in interest rates and the prospective purchase of bonds, which are affected by Section 18-134 of the Town's investment policy. This policy limits the Town to investments with broker/dealers who report directly to the Federal Reserve Bank of New York.

Commissioner DeNapoli observed that current Code allows the Town to purchase or sell securities through the broker/dealer of its Town-authorized financial institution, but does not define this term further. Town Attorney Trevarthen explained that this will be discussed further at the September 19 meeting with Truist, as will the possibility that Truist may be interpreting the Town's policy too narrowly. Staff will have a better understanding of the restrictions of the Code provision following that discussion.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

a. Approval of Minutes for August 27, 2024

Commissioner DeNapoli noted a correction on p.18, paragraph 5: he had suggested that outsourcing some Town functions can be better for the Town as cost savings and at a better service level, while some matters, such as Code Compliance, may be better handled in-house.

Vice Mayor Strauss made a motion, seconded by Commissioner Pouloupoulos, to approve with the correction. Motion carried 5-0.

11. CONSENT AGENDA

None.

12. OLD BUSINESS

a. Discussion of 2024-2025 Charter Review Board Process

Town Attorney Trevarthen noted that the Town's Charter must be reviewed at least every 12 years. The Charter Review Board is an advisory entity created by Resolution, and Town Staff is working to identify a meeting time for those appointees.

Town Attorney Trevarthen advised that it is standard practice to request input from the Commission on their preferences for the Charter Review Board's activities. The Commission may have no issues and want the Board to provide feedback, or they may want certain articles specifically reviewed.

The result of the Charter Review process will ultimately be a recommendation to the Town Commission. A previous version of the Charter Review Board, for example, provided a number of proposals, many but not all of which were included on the 2014 ballot. This decision will be left to the Commission.

With respect to timing, Town Attorney Trevarthen noted that there are rules on when specific sections of the Charter, such as Section 7-1, may be voted upon. This Section addresses land use and heights. This Section could be voted upon in a special election, or it could be placed on the ballot during a regular election. The Broward County Supervisor of Elections is not aware of any general elections in 2025 to which the Town could attach a vote addressing that Section. The earliest time at which Section 7-1 could be placed on a ballot with other items would be the March 2026 general election.

Another unique consideration is the fact that the Town does not yet know if there will be a municipal election on March 26, 2026. Depending upon the outcome of the ballot initiative on the November 5, 2024 general election ballot, the voters may or may not agree to change the timing of the March 26, 2026 municipal election.

Town Attorney Trevarthen advised that a special election would be more expensive for the Town and would require voters to turn out on a special date, which may result in less voter turnout. If the matter is not voted upon before 2026, the Town would need to finalize the language of any proposed ballot question by roughly January 2026.

In the past, the Town has adopted the Ordinance which begins the process of placing an item on a ballot by the October Commission meetings. This provides more time for residents to learn about the issue and for the Town to provide the ballot question to the Supervisor of Elections without being affected by the holiday season. She recommended that the schedule for any potential ballot questions in 2026 be underway by October 2025. The Commission also has the option of establishing a deadline for the Charter Review Board's recommendations.

Commissioner DeNapoli advised that he has reviewed several ballots from throughout Broward County which include municipal ballot questions, and suggested that this be distributed to the other Commissioners.

Town Attorney Trevarthen further clarified that there is no obligation for the Commission to take action at tonight's meeting. This Item can be rescheduled for further consideration in October if that is the Commission's desire.

Mayor Malkoon commented that it is important to begin the Charter Review process in 2024, as this year is 12 years from the previous review date.

Deputy Town Manager/Public Works Director requested that the Commissioners send any ideas on this process to the Town Clerk so they can be included on a future Agenda or Agendas. He recommended that the Commission consider further discussion of Charter Review at the October 22, 2024 meeting.

13. NEW BUSINESS

- 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.

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

Commissioner Graziano asked if the negotiation process is complete. Deputy Town Manager/Public Works Director Rubach explained that Florida's Competitive Consultants' Negotiation Act (CCNA) requires a two-part process: Staff members ranked the submissions based on evaluation criteria and then provided the Commission with a list of recommended firms. The Commission approved the list, which authorized the Town Manager to negotiate with contractors, at which time costs would be clarified. The CCNA does not permit the consideration of costs when preparing a request for qualifications (RFQ).

Commissioner Graziano stated that he opposed the automatic 5% increase included in the proposed contracts, as well as five-year contracts in general. He recalled that he had expressed this concern at the September 12, 2024 meeting as well.

Deputy Town Manager/Public Works Director Rubach explained that the language in most of the Town's CCNA contracts includes a CPI increase, as noted earlier during discussion of the WastePro contract. The increase may be up to 5% based on CPI; if the CPI is only 2%, for example, the contractor may only ask for a 2% increase. This is part of the Town's standard contract language.

Commissioner Pouloupoulos asked if the vendors submitting quotes that met a particular score would be considered by the Commission, or if those contracts would be left to the discretion of the Town Manager. Deputy Town Manager/Public Works Director Rubach replied that the contracts are brought before the Commission when they are ready for approval and will include detailed information, including rates. There is also no minimum amount tied to the contracts: if their services are not used, the contractors are not paid.

Commissioner DeNapoli also addressed the length of the contracts, stating that he had concerns with lengthy contracts which have built-in increases. Deputy Town Manager/Public Works Director Rubach stated again that the increase is contractually tied to the CPI, but clarified that the contracts do not come back to the Commission for approval of the CPI increase.

Town Attorney Trevarthen also pointed out that some of the contracts are from multiple providers in the same field. Once the CCNA contract is complete, the Commission may then choose whether or not to enter into business with a given contractor. The CCNA process sets up the arrangement by which the Town may legally contract with the vendor.

Deputy Town Manager/Public Works Director Rubach also affirmed that any contract which exceeds the Town Manager's purchasing authority would come back before the Commission for approval.

Commissioner Pouloupoulos spoke in favor of CPI contracts, noting that this limits the amount by which the contract may be increased. He added that he was also in favor of longer-term contracts with CPI increases, as the alternative would be to renegotiate with that vendor each year.

Commissioner Pouloupoulos asked if the contracts were capped at five years. Deputy Town Manager/Public Works Director Rubach explained that the contracts are for an initial five-year term, with two two-year options for extensions. Town Attorney Trevarthen stated that she would look into longer-term options for CCNA contracts. Commissioner Pouloupoulos reiterated that a longer contract with a capped CPI increase could be very beneficial.

Commissioner Graziano asked how the two-year extension options would be enacted. Deputy Town Manager/Public Works Director Rubach replied that the Town Manager has brought contracts back to the Commission before moving forward with any extensions.

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

b. Hardship Parking Permit Applications

Deputy Town Manager/Public Works Director Rubach advised that this process is brought before the Commission on an annual basis. Code Section 19-26.c addresses hardship parking permits for customers of hotels, motels, apartments, and other businesses. A hardship parking permit allows the permit holder to park at an open metered space within designated hours. There are no reserved spaces for hardship parking permit holders, and the permits cannot be used to park in spaces reserved for residential parking permits. The cost per space is \$324 plus \$22.68 in tax.

Mayor Malkoon asked if there have been recalculations on the square footage of some hardship parking permits. Deputy Town Manager/Public Works Director Rubach explained that the amounts are based on the number of units.

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

14. COMMISSIONER PRESENTATIONS

None.

15. COMMISSIONER COMMENTS

Commissioner Graziano stated that he recently toured the Town's public safety building complex with the Deputy Town Manager/Public Works Director as well as with representatives of BSO and PBFR. He had been surprised to learn the condition of the facilities was substandard. He had also viewed a sketch of what could be done with the addition of a new building or buildings. He concluded that he would like to move the issue of a new building forward, and requested that the sketch he had seen be presented at a future meeting, despite his concerns with construction prices.

Commissioner Graziano also addressed contracts, stating that he felt the Town is moving in the right direction and needs to ensure its expenditures are in order.

Commissioner DeNapoli thanked the Commission and Town Staff for their work on the budget, and also expressed interest in seeing a sketch of the new public safety building.

Mayor Malkoon also thanked the Commissioners and Staff for their diligence in working on the FY 2025 budget. He added that the Founders Day picnic is planned for October 5, 2024.

On Monday, September 23, 2024, the Crema restaurant is holding a ribbon-cutting ceremony with the Greater Fort Lauderdale Chamber of Commerce. The Commissioners were invited to attend this event.

16. ORDINANCES 1ST READING

- a. ORDINANCE NO. 2024-08 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, 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, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

This Item was deferred to a future meeting.

17. ORDINANCES 2ND READING

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 7:30 p.m.

Mayor Edmund Malkoon

ATTEST:

Katrina Adler, Town Clerk

Date



Town Commission Agenda Item Report

Meeting Date: October 8, 2024

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

Submitting Department: Administration

Item Type: Action Item

Agenda Section: CONSENT AGENDA

Subject Title: Special Event Application: Breast Cancer Vigil 10.16.24

Explanation: Skarleleth Kauffmann (the "Applicant"), with the Partners in Breast Health program, in association with Holy Cross Hospital, has submitted a Special Event Application (**Exhibit 1**) to hold their Breast Cancer Vigil (the "Event") on Wednesday, October 16, 2024. The gathering is scheduled to take place on the beach just east of El Prado Park.

The Applicant estimates between 40 - 50 attendees at the Event.

BREAST CANCER VIGIL WEDNESDAY, OCTOBER 16, 2024	
Start of Setup:	4:00 PM
Event Start:	5:30 PM
Event Ends:	7:00 PM
Cleanup Complete:	7:30 PM

The agenda for the event will include a series of speakers, culminating in a candlelight ceremony. The Applicant is aware no fire is permitted on the beach. Battery operated candles or an alternative will need to be utilized.

No parking concessions have been requested, so parking will operate according to normal operating standards.

The Application was submitted on Friday, September 27, 2024. The Town Manager authorized submission of the application although we are within the 30 day window prior to the Event. Per Resolution 2024-29, applications submitted between 59–30 days prior to event incur a \$275.00 late application fee. The Applicant has paid this fee, however is asking for this fee to be waived as they are a non-profit organization.

Recommendation: Staff recommends approval of this item, including waiving the \$275 late application fee, with the conditions outlined in the Event Permit (**Exhibit 2**).

Exhibits:

1. Special Event Application Breast Cancer Vigil 10.16.24
2. Resolution 2024-29 Special Event Fees
3. LBTS Special Event Permit_Breast Cancer Vigil 10.16.24

EXHIBIT 1



SPECIAL EVENT APPLICATION

We are thrilled you are interested in hosting your event with the
Town of Lauderdale-By-The-Sea!

This application is for:

- Groups of 25 guests or more
- Any event being advertised to the general public

Special Event Applications are due at least **60 days** prior to your anticipated event date. A late fee will apply if submitted within the 60-day window.

Special Event Applications must go before the Commission for final approval. You will be notified when your application has been approved by staff and has been assigned to a commission meeting agenda. While not mandatory, attendance at your designated meeting is recommended.

This application can be found on our website at www.lbts-fl.gov/town/docs.htm. We ask that you please complete the application and return to events@lbts-fl.gov.

An application is considered complete when:

- All applicable sections of the application are completed.
- Detailed site map is included.
- Application fee of \$100 has been paid.

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

Please keep in mind – Turtle Nesting Season runs March 1st through October 31st. If any activities are to take place on the sand, the Event organizers shall ensure a minimum buffer of 10 feet is kept clear around any marked turtle nests, or any areas that appear to be a new nest. All activity is to stay away from active nests. No holes are to be dug in the sand west of the high tide line.

For any questions, please reach out to the Events & Marketing Manager.

We look forward to assisting you!

Katie Anderson
Events & Marketing Manager
katiea@lbts-fl.gov • 954-640-4209



SPECIAL EVENT APPLICATION

EVENT DETAILS

Name of Event: Breast Cancer Vigil

New Event: ☒ **Returning Event:** ☐

Day(s) + Date(s) of Event: 10/16/2024

Proposed Location of Event: 4500 El Mar Drive Lauderdale by the Sea

How many total people do you anticipate onsite at any peak time?

Participants: 50 **Spectators:** **Volunteers:** 7

ACTIVITY	DAY	TIME
Start of Setup:	10/16/2024	4pm
Start Time of Event:	10/16/2024	5:30pm
EVENT	10/16/2024	
End Time of Event:	10/16/2024	7pm
Cleanup Completed By:	10/16/2024	7:30pm

HOST OR SPONSORING ORGANIZATION

Name: Partner in Breast Health- Community Outreach/ Holy Cross Health

Address: 4875 North Federal Hwy 9th Floor. Fort Lauderdale 33308

Is applicant a non-profit organization (501 (c) (3)? ☒ YES ☐ NO

PERSON SUBMITTING APPLICATION (“Responsible Party”)

Name: Skarleth Kauffmann

Address: 4875 N Federal Hwy 9th Floor , Ft Lauderdale 33308

Phone: 863-303-2448 **Email:** skarleth.kauffmann@holy-cross.com

ON-SITE EVENT REPRESENTATIVE

☒ Same as above

Name:

Address:

Phone: **Email:**

REQUEST FOR TOWN INVOLVEMENT

Are you requesting Town be involved with this event in any way?

☐ YES ☒ NO

If yes, please describe:

SOUND SYSTEMS

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

Do you plan to use amplified sound?

☐ Proposed amplified sound / speaker system

☐ Proposed live music

☐ Planned recorded music

☐ Do you require electrical connections for any of the above?

If yes, which?

TENTS, CANOPIES, STAGES, BLEACHERS

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

A canopy is a tent without sides.

All tents or canopies larger than 120 sq. feet, multiple canopies without separation, and stages require a building permit. The use of tents or larger canopies requires approval of the Fire Marshal and are required to have building permits obtained via the LBTS building department prior to the event.

Manufacturer's labels are required to be attached to tents and canopies.

Rental agencies shall provide documentation of the flame spread labeling of 25 or less submitted with the application.

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

Indicate if any of the following will be assembled at the event and include locations on your site map. Please list sizes and numbers of each:

Tents: _____

Canopies: _____

Stages: _____

Bleachers: _____

Size & Load Max: _____

UTILITIES

All utilities requirements shall be approved by the Director of Development Services and the Fire Marshal prior to application submission to the Town Commission. Depending on location of the event, electric and/or water may be available from the Town for a fee.

All electrical requests shall meet the requirements of the Florida Building Code with final approval from the Town's Building Official at least 30 days prior to the event.

Will any electrical equipment be installed in conjunction with the Special Event (i.e. lighting, outlets for cooking, etc.)?

_____ YES _____ NO

If the event requires the following on public property, list what equipment is to be installed and locations (include voltage, amperage, and phases of wiring) as well as vendor name providing the equipment.

_____ Electrical Power: _____

_____ Water: _____

_____ Gas, Propane, BBQ Grills, Generators: _____

_____ _____

_____ Fuel Storage: _____

SIGNAGE

All signage should be included in the application. Information about signage shall include location, colors, size, and number of signs. Indicate signs to be placed in any right of way that directs traffic to the event. Signage is subject to approval and shall not be installed without permission.

Are you requesting permission to erect signage for this event?

_____ YES ☒ NO

If yes, please describe: _____

RESTROOMS

Permit holder is required to obtain written approval from Town establishment if said establishment is allowing participants to use their restroom facilities.

Number of additional Town restrooms being provided: _____

(Please include on site plan)

TRAFFIC CONTROL / STREET CLOSURES

Street closures may be required at the Permit Holder's expense.

Are you requesting that any public streets be closed for the event?

_____ YES ☒ NO

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

Are you requesting the reservation of any Town parking spaces for the event?

_____ YES ☒ NO

If yes, please indicate which and how many spaces are being requested:

All parking fees are to be paid at least 30 days prior to the event.

VEHICLES

Are you requesting permission to drive or park on Town grounds?

_____ YES ☒ NO

If yes, please indicate the type(s) of vehicles, locations, and times that are being requested:

Permit Holder shall be responsible for any damage to Town property.

OFF DUTY POLICE / CODE COMPLIANCE OFFICERS

Off duty police are required, at the Permit Holder's expense, for street closures, events with alcohol or large crowds, as determined by the Broward Sheriff's Office. Large events may require a Code Compliance officer to ensure compliance with Town's codes.

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

_____ YES ☒ NO

Do you anticipate needing code compliance officers for your event?

_____ YES ☒ NO

ALCOHOL

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

Are you planning on selling alcoholic beverages at the event?

Please note beverage stations on site map.

_____ YES ☒ NO

If yes, has a liquor permit been obtained by the State of Florida?

_____ YES ☒ NO

Contact information for all license holders who will be providing alcohol:

FEES

Are there any fees or donations that will be collected on site from participants or spectators?

_____ YES ☒ NO

If yes, please describe: _____

CONCESSIONS

Are you planning to have any kind of concessions? _____ YES ☒ NO

If yes, has the Florida Health Department approved the food vending site plans?

_____ YES ☒ NO

Is the food provided by a nonprofit organization? _____ YES ☒ NO

Is the food: _____ Free of charge? _____ For sale?

Do all food vendors have a temporary food service permit? _____ YES ☒ NO

Please list the type(s) of food that will be served: _____

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

- | | | |
|--|--|---------------------------------------|
| ☐ Charcoal Grills | ☐ Fryers | ☐ Open Fires |
| ☐ Propane Grills | ☐ Smokers | ☐ Hoods |
| ☐ Concession Trailers | ☐ Warmers | ☐ LP Tanks |
| ☐ Sterno | ☐ Refrigerators | ☐ Other: _____ |

SALE OF MERCHANDISE

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

_____ YES ☒ NO

If yes, please describe: _____

ANIMALS

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

Are animals included in your event? _____ YES ☒ NO

If yes, please describe: _____

FIREWORKS

Fireworks require a separate approval process and application.

Are you requesting approval to discharge fireworks at the event?

_____ YES ☒ NO

RIDES

Rides or other amusement may require a State of Florida inspection. Copies of contracts with any providers of rides, mechanical devices, and amusements shall be submitted to the Town at least 30 days prior to the event.

Are rides included in your event? _____ YES ☒ NO
(i.e. mechanical, electrical, inflatable, bounce houses, slides, etc.)

If yes, please describe: _____

VENDORS

A list of all vendors with the company name is required for initial approval and a final list is required at least 30 days prior to event and subject to approval (please add on a separate page).

FIRE WATCH / EMS ONSITE

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

I understand that Fire Watch or EMS Services may be required at the Event's expense

Initial: _____ SK _____

NO BALLOONS RELEASED

When balloons are released over the ocean, they become a major source of pollution and significantly increase the mortality rate among sea turtles, birds, and other marine life. To help reduce the threats caused by balloons, I agree that there will be no balloons at this event and that I have been informed that the release of balloons is illegal under Florida Statute 379.233. Failure to abide by this requirement will result in the cancellation of the current event and denial of future special event permits.

I agree no balloons will be released.

Initial: SK

INSURANCE

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

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

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

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

DETAILED SITE PLAN

A detailed map of the event site identifying locations of each of the items mentioned in the above application must be drawn or attached here with your application submission.

My name is Skarlleth Kauffmann, and I am a Registered Nurse and Breast Health Navigator at Holy Cross Hospital. I lead the Partners in Breast Health (PIBH) program, a nonprofit initiative dedicated to providing uninsured and undocumented patients access to cancer treatment, hospice, and palliative care.

We have selected Lauderdale-by-the-Sea as the location for this vigil due to its significant meaning for our Breast Cancer Support Group. One of our members celebrated her wedding there and sadly passed away six months later. Following her funeral, the support group held a special goodbye ceremony at the same location, making it a poignant choice for our event.

This year, I intend to honor our breast cancer patients with the vigil at this meaningful site. The event will take place on the beach in front of 4500 El Mar Drive. Our agenda will include a series of speakers, culminating in a candlelight ceremony.

We have arranged for volunteers to assist with the candles and ensure the area is cleaned up afterward.

PERMISSION OF THE PROPERTY OWNER

Applicant's and Property Owners Certification

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

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

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

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

APPLICANT’S CERTIFICATION

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

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

I understand the Town’s requirements for park use and the information provided in this application is complete to the best of my knowledge.

Skarleth Kauffmann	9/27/2024
Applicant’s Signature	Date
Skarleth Kauffmann	954-542-1652
Applicant’s Printed Name	Telephone



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8012647943C-5	07/31/2024	07/31/2029	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

HOLY CROSS HOSPITAL INC
4725 N FEDERAL HWY
FORT LAUDERDALE FL 33308-4603

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



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

HOLY CROSS HOSPITAL INC
4725 N FEDERAL HWY
FORT LAUDERDALE FL 33308-4603

TOWN-OF-LAUDERDALE-BY-
4501 Ocean Dr.
Fort Lauderdale, FL 33308
Phone: (954)640-4200

Term ID: 001

Sale - Approved

Date: 09/30/24 Time: 15:49:03
Card Type: Visa
Entry Method: Manual
Card #: XXXXXXXXXXXXX7165

Invoice #: 093024
Approval Code: 094477

Amount \$275.00

I agree to pay the above total amount according to the card
issuer agreement. (Merchant agreement if credit voucher)

Thank You!

Customer Copy

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 SPECIAL EVENTS, PARK USES, AND STREET PERFORMERS; PROVIDING FOR CONFLICT, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

35 **WHEREAS**, Resolution 2016-20 further updated the Development review fee
36 schedule; and

37 **WHEREAS**, Resolution 2016-35 moved the fee schedules from Development to
38 Administration for Special Events, Park Use Permits, Vending, Street Performing, and New Racks,
39 and included in the fee schedule the plazas and pavilion, while also updating when payment of
40 fees or monies are due to the Town; and

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

43 **WHEREAS**, pursuant to Section 1-13 of the Lauderdale-By-The-Sea Code of Ordinances,
44 the Town Commission desires to further amend the Fee Schedule for Special Events and Other
45 Use of Public Properties by amending the fees related to Special Events, Park Uses, Street
46 Performers; and

47 **WHEREAS**, the Town Commission finds it to be in the best interest of the Town and its
48 citizens to adopt an updated Fee Schedule for Special Events and Other Use of Public Properties
49 that amends the fees related to Special Events, Park Uses, and Street Performers, and adopts the
50 fees as set forth in this Resolution.

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

53 **Section 1.** **Recitals.** Each “WHEREAS” clause set forth is true and correct and
54
55 incorporated herein by this reference.

56 **Section 2.** **Fees.** The Fee Schedule for Special Events and Other Use of Public
57
58 Properties, which includes the fees for the use of Jarvis Hall and the Plazas, is hereby amended as
59 follows ¹:

<u>Special Event, Park Use, and Street Performing Fee Schedule for Special Events and Other Use of Public Properties</u>		
The following is applicable to all <u>special events</u> and <u>other use of public properties</u> park use permits :		
1. All applicants must abide by the conditions set forth in their permit, including but not limited to fees, deposits, insurance requirements, solid waste plan, and police, fire or EMS detail. 2. All fees, including any monies owed the Town must be paid before the event or park permit is issued. 3. All estimated fees or costs from Town or BSO shall be paid at least two weeks prior to the event date. Any additional costs incurred will be deducted from the event deposit or is due when invoiced. 4. Depending on the nature and size of the event, a deposit may be required as determined by the Town Manager.		
	Type of Activity, Permit or License	Fee
1. Chapter 14.3 – Parks		
A Park Permit is required for groups of 25 people plus or when a specific area is reserved. A Park Use Permit may not be approved if submitted within 14 business days of a proposed event.		
Private event in a park or at the beach where the public is not invited:		
1.1	Single day event, less than 25 people: No reserved area Reservation of a specific area.	No permit required \$100 <u>125</u>
1.3	Single day event, 25 people + with or without reserved area.	\$100 <u>125</u>
1.4	Multi-day event	\$100 <u>125</u> Permit Fee plus an impact

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

Special Event, Park Use, and Street Performing
Fee Schedule for Special Events and Other Use of Public
Properties

1.5	One day event (local or non-local user) that charges admission or registration or sell commercial products or services.	fee set by the Town Manager based on the activity, number of attendees, and impact on the facility
2. Chapter 14.5 - Street Performing		
2.1	Street performing annual permit fee	\$50
3. Chapter 17 - Special Events		
3.1	Special Event Application Fee See also use fees. See 3.2 For events hosted by a businesses with less than 15 employees in the Commercial District along Commercial Boulevard from A1A to West Tradewinds Application filed within 30 days of an event will not be accepted.	
	1. A volunteer event that provides direct benefits to the LBTS community. (examples: beach clean-up, Easter egg hunt, free yoga and meditation, etc.)	-0- (Town Manager may authorize an application to be accepted within 30-days of the event)
	2. Submitted at least 60 days in advance of the proposed event date	<u>\$100</u> <u>125</u>
	3. Submitted between 59 days and 30 days prior to the event PLUS any costs related to special processing of the processing of the application.	<u>\$250</u> <u>275</u> Plus costs, not to exceed \$1,500.
	4. A recurring event within a 6 month period	<u>\$500</u> <u>525</u>
	5. A recurring event within a 12 month period (for example, once a week or once a month).	\$800
	6. An event that has been advertised prior to Commission approval.	\$250 in additional to the application fee
	7. Semi-public business events that use private or public property with less than 50 people at any one time.	<u>\$50</u> <u>75</u> Event may be approved by the Town Manager
	8. Events (local and non-local user)that charges admission or registration or sell commercial products or services	Set by the Town Manager based on purpose, number of attendees, and impact on the facility
3.2	Special Event Application Fee for West Commercial Business District Commercial District events may be approved by the Town Manager if the event is consistent with the Commission's policy direction on special events and meets the following criteria:	

**Special Event, Park Use, and Street Performing
Fee Schedule for Special Events and Other Use of Public
Properties**

1. Less than 75 people at any time 2. 2. Located along Commercial Boulevard from Seagrape to West Tradewinds The \$2550 electrical use fee will be waived for usage of one 20-amp outlet at event Application filed within 30 days of an event will not be accepted.		
1. Submitted at least 60 days in advance of the proposed event date		\$2025
2. Submitted between 59 days and 30 days prior to the event PLUS any costs related to special processing of the processing of the application.		\$5060 Plus costs, not to exceed \$1,500.
3. A recurring event within a 12 month period (for example, once a week or once a month).		\$15 per event day
4. An event that has been advertised prior to Commission approval.		\$250 in additional to the application fee
5. Events that charges admission or registration or sell commercial products or services		Set by the Town Manager based on purpose, number of attendees, and impact on the area.

60

3.3	Special Event Use Fees for Road Closures and El Mar Median Lane Parking The following use fees are in addition to the Special Event Application Fee, but may be modified or waived by the Town Commission upon a finding that the applicable event will provide a public benefit.		
	Event Conditions:	Road Closure	El Mar Median Lane Parking
	1. Private or public business events that use public property with less than 50 people at any one time.	N/A	N/A
	2. Less than 100 people	\$100 125 per day	N/A
	3. 101 - 200 people	\$200 225 per day	\$250 275
	4. More than 200 people	Set by Commission based on purpose, number of attendees, and impact	
	5. Events (local or non-local user) that charges admission or registration or sell commercial products or services	Set by Commission based on purpose, number of attendees, and impact.	

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4. Chapter 17 - Jarvis Hall

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

62

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

General philosophy: The Dunes Plaza, Connie Hoffmann Plaza and Beach Pavilion (“**The Plazas**”) are the premier public spaces in Town and were built for the enjoyment of our residents and visitors. They are available for events that are open to the general public or are of significant benefit to the Town. The Use Fees are set so the users bear the costs related to their events, rather than the Town subsidizing those events.

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

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

Potential use on holidays.

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

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

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

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

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

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

Plaza Use Fees

Are in addition to the Event Application Fees listed above.

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

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

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

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

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

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

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

Section 5. **Effective Date.** This Resolution shall become effective immediately upon its passage. The increased fees set forth herein related to Special Events, Park Uses, and Street Performers shall apply to all new requests submitted after the passage and adoption of this Resolution.

PASSED AND ADOPTED this 27th day of August 2024.

Mayor Edmund Malkoon

Attest:

APPROVED AS TO FORM:

83
84 Town Clerk, Katrina Adler
85
86
87 (CORPORATE SEAL)

Susan L. Trevarthen, Town Attorney



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

PERMIT HOLDER INFORMATION

NAME / ORGANIZATION:	Partners in Breast Health, Holy Cross	REPRESENTATIVE:	Skarlleth Kauffmann
STREET ADDRESS:	4875 N Federal Highway, 9 th Floor	CITY, STATE, ZIP:	Fort Lauderdale, FL 33308
PHONE NUMBER (S):	863-303-2448	EMAIL:	Skarlleth.kauffmann@holy-cross.com

DATE AND LOCATION OF EVENT

TYPE OF EVENT:	Vigil	DATE(S) OF EVENT:	Wednesday, October 16, 2024
HOUR(S) OF EVENT:	4:00 PM – 7:30 PM	ADDRESS / LOCATION OF EVENT:	Beach East of El Prado Park (4500 El Mar Drive)

DESCRIPTION OF EVENT:

Vigil with approximately 50 attendees.

BREAST CANCER VIGIL WEDNESDAY, OCTOBER 16, 2024	
Start of Setup:	4:00 PM
Event Start:	5:30 PM
Event Ends:	7:00 PM
Cleanup Completed:	7:30 PM

SPECIAL CONDITIONS

The EVENT was approved by Town Commission on October 8, 2024 with the following conditions:

1. All applicable fees pertaining to this event have been waived – \$275.00 late application fee.
2. Marine Turtle Protection: If any of the activities take place on the beach sand, the Event organizers shall ensure a minimum buffer of 10 feet is kept clear around any marked sea turtle nests, or any areas that appear to be a new nest. All proposed event activities will stay clear of all active nests. No activities adjacent to a nest that might directly or indirectly disturb the area within the staked circle. No holes are to be dug in the sand west of the high tide line.



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

3. Road Closures, Lane Closures, and Parking Spaces:
 - a. Parking will operate according to normal parking regulations.
4. Setup:
 - a. Tables, chairs, stage, equipment, etc. shall not interfere with pedestrian walkways, ingress or egress.
 - b. Sidewalks next to the Event site and within the Event shall remain open and clear for pedestrian traffic.
 - c. The Event shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered to not pose a hazard to the public or event staff.
 - d. No fire whatsoever is permitted on the beach.
5. Broward Sherriff Office (BSO):
 - a. BSO shall specify the number of detail officers needed for traffic and crowd control. The Permit Holder shall contract with BSO directly for the necessary BSO personnel within ten (10) days of receiving event approval.
 - b. BSO shall approve the Event's traffic plan, if one is required.
6. Signage
 - a. No signage has been approved for this event.
7. The Event and its approved sound systems will be operated so as not to violate the Town's code, including section 13-6, Noise Limitation.
8. A clean up deposit may be imposed, based on the final Site Plan, and due two weeks prior to the Event. Clean up fee starting at \$150 will be charged if the area is not cleaned to the Town's standards by 7:30 p.m. the day of the Event.
9. Final Site Plan must be presented to Town Staff for approval at least 48 hours in advance of the Event. The Permit Holder shall arrange for an inspection of the event site to occur two hours before the start of the event. This inspection shall include Town's Event Manager or designee, and the Event's dedicated on-site representative for the purpose of ensuring the event is organized in a safe manner.
10. The cost of any inspections or work required by Town Staff after normal working hours will be billed to the Event and must be paid within two weeks of invoice date.
11. Insurance:
 - a. At least thirty (30) days prior to the Event, the Permit Holder shall provide a Certificate of Liability written in comprehensive form naming the Town as additional insured in the amount of:
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury; and



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

- \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty (30) days written notice for cancellation
 - b. No required policy shall have a deductible or self-insurance retention greater than \$15,000
 - c. All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance will provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any event, the EVENT will be held responsible for providing the Town notice of any change in insurance coverage. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement will be issued as part of any required policies. Failure to comply with these requirements will justify a denial, suspension or revocation of the requested approval by the Interim Town Manager or designee.
12. In the event that control of any applicable event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Event (the "Subcontractor"), the Subcontractor shall be required to meet the insurance and indemnification requirements of set forth in the Permit and this Approval, under which the EVENT is applying, as if they were the Event and will be held responsible for compliance with the Town Code as if the Subcontractor for the Event.
13. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for the Event shall expire unless the Town Manager finds there are extenuating circumstances that the Event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the Event, without increasing the administration costs of the Town.
14. The Event shall owe no monies to the Town at the time of the event or have any code citations or violations. There shall be no code violations or monies due such as fines, fees, taxes or other charges, permits or licenses outstanding or owed to the Town by the current or past property owners or operators of the Event unless all monies due are paid, permits/paperwork received, and code issues resolved 14 days prior to the Event.
15. The Town Manager may suspend permission for this event or require changes in the site plan due to conflicting activities, failure of the Event to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.
16. The Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special events if deemed necessary by the Town or upon the EVENT proposing a valid reason.
17. Permission for the Event may be suspended or modified by the Commission, Town



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

Manager, or designated Staff.

18. The Town Manager or onsite Town representative may terminate the Event or Event's participation due to the Event not complying with the terms and conditions of the Town's event permit, for health or other safety reasons.

19. If any Condition is not met by the EVENT, the Town may charge a \$500 fee for each occurrence of a violation of these Conditions.

DOCUMENTS AND PERMITS REQUIRED

Insurance needed.

SIGNATURES REQUIRED

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

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

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



Agenda Item No: 11.b.

Town Commission Agenda Item Report

Meeting Date: October 8, 2024

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

Submitting Department: Administration

Item Type: Resolution

Agenda Section: CONSENT AGENDA

Subject Title: RESOLUTION 2024-42- A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A FIRST AMENDMENT TO THE MEMORANDUM OF AGREEMENT WITH THE BROWARD COUNTY SHERIFF'S OFFICE FOR ENHANCED PATROL SERVICES IN THE AMOUNT OF \$100,000 FOR THE 2024/2025 FISCAL YEAR AND IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR FUTURE FISCAL YEARS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

Explanation: Over the past four years, we have asked BSO to enhance their presence during our busier times of the year. Because this service is provided outside their general contract, the Town entered into a memorandum of agreement (MOA) with BSO for this additional service.

The MOA was originally established with a budget of \$80,000. Due to the increased costs to provide services, the Commission increased the amount budgeted in the FY25 budget to \$100,000. This increase requires an amendment to our current MOA. To streamline the process for future fiscal years, the amendment allows the Manager to implement a budget increase by providing written notice to the BSO, without the need for an amendment to the MOA. Any approved amounts would need to be approved by the Commission as part of the budget approval process for future fiscal years. Other than these two changes, all other aspects of the proposed MOA remain unchanged.

Recommendation: Approve Resolution 2024-42

Exhibits:

1. Resolution 2024-42 BSO MOA FIRST AMENDMENT

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WHEREAS, the Broward Sheriff’s Office (“BSO”) provides law enforcement services to the Town of Lauderdale-By-The-Sea (the “Town”) pursuant to the Agreement for Police Services between the Town and BSO dated June 18, 2021; and

WHEREAS, the Town has budgeted \$100,000 in the 2024/2025 Fiscal Year budget for the continuation of the Enhanced Patrol Services; and

WHEREAS, the Town Commission finds that it is in the best interests of the Town to approved the First Amendment.

**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. First Amendment Approved. The First Amendment for the Enhanced Police Services is hereby approved.

Section 3. Authorization to Execute First Amendment to the MOU. The Town Commission authorizes the Town Manager to execute the First Amendment with the BSO, attached as Exhibit “A,” together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

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

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

PASSED AND ADOPTED this day of October 2024.

MAYOR EDMUND MALKOON

Attest:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

FIRST AMENDMENT TO THE MEMORANDUM OF AGREEMENT
BY AND BETWEEN
GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA
AND
THE TOWN OF LAUDERDALE-BY-THE- SEA

This First Amendment to the Memorandum of Agreement is entered into by and between the Town of Lauderdale-By-The-Sea, a municipal corporation existing under the laws of the State of Florida (referred to as “TOWN”) and Gregory Tony, as Sheriff of Broward County, Florida (referred to as “SHERIFF”).

WHEREAS, SHERIFF provides law enforcement services to TOWN; and

WHEREAS, the Parties entered into a Memorandum of Agreement for SHERIFF to provide TOWN increased law enforcement staffing at specific locations located in the TOWN; and

WHEREAS, the Parties are desirous of increasing the annual budgeted amount for the Services, and amending the agreement so that the cost for the services shall be as agreed by the parties and budgeted by the TOWN in future years.

NOW, THEREFORE, the parties hereby agree as follows:

A. SERVICES TO BE PROVIDED BY THE SHERIFF

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. The budgeted cost for the Services for Fiscal Year 24/25 will be \$100,000.00 In future years, the amount budgeted may be agreed upon by the Parties in writing, without the need for an amendment to this Agreement.
3. Except as otherwise set forth herein, the terms and conditions of the Agreement shall remain in full force and effect between the Parties. In the case of a perceived conflict between the terms of the Agreement and this Amendment, this Amendment shall govern.

IN WITNESS OF THE FOREGOING, the parties have executed this First Amendment to the Agreement on the dates indicated below.

TOWN OF LAUDERDALE-BY-THE-SEA

Linda Connors
Town Manager

Date _____

Approved as to form
and legal sufficiency

By _____
Susan L. Trevarthen
Town Attorney

Date _____

SHERIFF OF BROWARD COUNTY, FLORIDA

GREGORY TONY
Sheriff

Date _____

Approved as to form
and legal sufficiency

By _____
Terrence O. Lynch
General Counsel

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A MEMORANDUM OF AGREEMENT WITH THE BROWARD SHERIFF'S OFFICE FOR ENHANCED PATROL SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

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

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

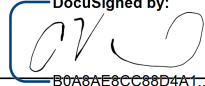
3 **SECTION 2. Agreement Approved.** The Agreement with BSO, attached as Exhibit “A,”
4 for the Enhanced Patrol Services, is hereby approved.

5 **SECTION 3. Authorization to Execute the Agreement.** The Town Commission
6 authorizes the Town Manager to execute the Agreement with BSO, attached as Exhibit “A,” together
7 with such non-substantial changes as are deemed necessary by the Town Manager and approved as
8 to form and legal sufficiency by the Town Attorney.

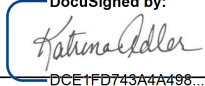
9 **SECTION 4. Authorization to Implement.** The appropriate Town officials are authorized
10 to execute all necessary documents and to take any necessary action to effectuate the intent of this
11 Resolution.

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

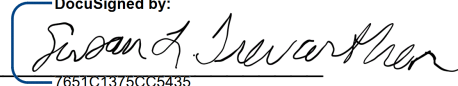
14 **PASSED AND ADOPTED** on this 14th day of September, 2022.

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MAYOR CHRIS VINCENT

Attest:


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Katrina Adler, Town Clerk

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20 **APPROVED AS TO FORM:**

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Susan L. Trevarthen, Town Attorney

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

This Agreement is entered into on this 14th day of September, 2022, by and between the Town of Lauderdale-By-The-Sea, a municipal corporation existing under the laws of the State of Florida (the "TOWN") and Broward Sheriff's Office ("BSO").

WHEREAS, BSO provides law enforcement services to TOWN pursuant to the Agreement for Police Services between the Town and BSO dated June 18, 2021 (the "Police Services Agreement"); and

WHEREAS, the TOWN requested increased law enforcement staffing to provide additional patrol at requested times and locations located in the TOWN (the "Enhanced Patrol Services"); and

WHEREAS, BSO began providing Enhanced Patrol Services in Fiscal Year 2019/2020; and

WHEREAS, the TOWN wishes to continue, and BSO is willing to continue to provide, the Enhanced Patrol Services as specified herein, with a budget of \$80,000.00 for the additional services.

NOW, THEREFORE, the parties hereby agree as follows:

1. RECITALS. The recitals above are true and correct and are incorporated herein as if set forth in full.
2. SERVICES TO BE PROVIDED BY BSO
 - A. BSO shall provide up to two (2) sworn deputy sheriffs at the Town's request, to provide Enhanced Patrol Services. The deputy sheriffs are to be staffed with first priority given to those assigned to the TOWN's district. Otherwise, the positions will be staffed at the discretion of the District Chief or his/her designee.
 - B. The Enhanced Patrol Services will be in addition to the normal staffing complement assigned to the Town per the Police Services Agreement. The deputies providing the Enhanced Patrol Services will be working in an overtime capacity. BSO shall create a separate budget code for the deputies assigned to perform the Enhanced Patrol Services to allow for resource tracking.
3. COMPENSATION
 - A. The TOWN shall compensate BSO for the Enhanced Patrol Services at the hourly overtime rate of the salaries of the assigned deputies (the "Cost"). The TOWN shall not be responsible for any additional costs or expenses. The consideration paid by TOWN to BSO for the Enhanced Patrol Services will be in addition to the annual consideration paid pursuant to the Police Services Agreement.

- B. BSO shall invoice the TOWN monthly for the Cost of the Enhanced Patrol Services. Each invoice must provide the overtime rate of each deputy assigned to the Enhanced Patrol Services for the previous month and the total amount of hours worked.
- C. The TOWN shall pay the invoices in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

4. INDEMNIFICATION

BSO and the TOWN do not assume any liability for the acts, omissions, or negligence of the other. To the extent permitted by law, each party shall indemnify and defend the other party, its employees, agents, servants, or representatives from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of the parties' own employees related to this Agreement. Each party will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

5. TERM OF AGREEMENT

- A. The term of this Agreement shall commence October 1, 2022. The Agreement shall renew automatically each subsequent fiscal year and shall remain in effect unless otherwise terminated as provided herein.
- B. Either party may terminate this Agreement for convenience upon providing the other party with at least thirty (30) days prior written notice.

6. NOTICE

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in the Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

Sheriff of Broward County
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Office of the General Counsel
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

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

Town of Lauderdale-By-The-Sea
Susan L. Trevarthen, Town Attorney
4501 North Ocean Drive
Lauderdale-By-The-Sea FL 33308

7. MISCELLANEOUS PROVISIONS

- A. No waiver or modification of this Agreement or of any condition or limitation contained herein shall be valid unless it is reduced to written form and duly executed by the parties. No evidence of any waiver or modification of the terms herein shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the parties.
- B. It is expressed intent of the parties that this Agreement and its performance, as well as all suits and special proceedings relating to it be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated.
- C. The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction be construed more severely against one of the parties than the other.
- D. Venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida.
- E. In entering into this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted by them.

(Intentionally Left Blank)

IN WITNESS OF THE FOREGOING, the parties have executed this Agreement on the dates indicated below.

TOWN OF LAUDERDALE-BY-THE-SEA

DocuSigned by:

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Linda Connors
Town Manager

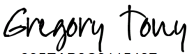
Date 9/18/2022

Approved as to form
and legal sufficiency

DocuSigned by:

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By _____
Susan L. Trevarthen
Town Attorney

BROWARD SHERIFF'S OFFICE

DocuSigned by:

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Gregory Tony
Sheriff

Date 10/10/2022 | 16:46 PM EDT

Approved as to form
and legal sufficiency

DocuSigned by:

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By _____
Terrence O. Lynch
General Counsel

DS




Town Commission Agenda Item Report

Meeting Date: October 8, 2024

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

Submitting Department: Administration

Item Type: Presentation

Agenda Section: CONSENT AGENDA

Subject Title: Special Event Application: Seaside Players, 'The Outsider' November 2024

Explanation: Steve D' Oliveira (the "Applicant") has submitted a Special Event Application (**Exhibit 1**) on behalf of the Seaside Players to host their upcoming Sea Shorts performances of 'The Outsiders' (the "Event"). The Seaside Players recently received their 501C3 status. This will enable them to charge for tickets. Funding raised through the event will help fund their performance costs such as costumes, back drops and costs to utilize trademarked plays. The Players will continue to provide free performances to the public through the Town's community center in the spring.

The Fall performances are scheduled over the first and second weekends of November 2024. The shows run Friday through Sunday each weekend in Jarvis Hall. A potential additional show, to take place on Saturday, November 9th at 2pm, has been requested if the Seaside Players receive a high volume in ticket sales. This decision will be made after the first weekend is completed.

Based on previously held performances, the Applicant anticipates approximately 100 attendees per show. The cast includes 15 performers.

SEASIDE PLAYERS 'The Outsiders'	
WEDNESDAY, OCTOBER 30, 2024	
7:00 AM - 3:00 PM	
FRIDAY, NOVEMBER 1 - SUNDAY, NOVEMBER 3 FRIDAY, NOVEMBER 8 - SUNDAY, NOVEMBER 10	
Start Time of Event	7:00 PM
End Time of Event	8:00 PM
Cleanup Completed	9:00 PM

Town suggests setup must be completely broken down at the conclusion of the November 10th performance in the event that Town needs this space for the Veterans Day Ceremony the following morning. Jarvis Hall serves as the rain backup for this outdoor event.

According to Resolution 2024-29 (**Exhibit 2**), a Lauderdale-By-The-Sea civic association, charity, community group, or non-profit organization is required to put down a \$100 rental deposit, but is not charged an application fee for the usage of Jarvis Hall. There is a limit of 16 rentals in a 12-month period. The Seaside Players is a non-profit based in Lauderdale-By-The-Sea, so no fee is owed.

Tickets are being sold for each performance at the door at the price of \$20.00. Water will be available for purchase at intermission. All monies raised will go directly back to the Seaside Players.

The layout of Jarvis Hall will consist of a stage set against the dais, an elevated lighting booth in the back of the room, and seating in the hall for attendees. An aisle will separate the seating to allow for an exit egress. The Applicant is aware that the Fire Marshall has final approval of the site map. The Applicant will coordinate directly with the Fire Marshal to arrange a walk-through of the space once setup is complete.

Seaside Players has a sound system that will be utilized for the performances.

The Applicant is requesting the following as support from the Town:

- Use of Jarvis Hall's outdoor marquis street sign to promote the performances
- Waiver of the parking fees in the lots in front of, and behind, Town Hall during the times of the events, to provide free parking for those attending the shows.

Historically, the Town has complied with both requests.

Recommendation: Staff is recommending approval of the Special Event Application based on the conditions outlined in the event permit (**Exhibit 3**). The approval as written will include:

- Waiver of parking fees during the times of the Seaside Player performances;
- Use of the Town's marquis.

Exhibits:

1. Special Event Application-Seaside Players-Nov2024
2. Resolution 2024-29 Special Event Fees
3. LBTS Event Permit_Seaside Players_November2024

EXHIBIT 1



SPECIAL EVENT APPLICATION

EVENT DETAILS

Name of Event: The Outsider, a 2-hour comedy play.

New Event: Yes & No

Returning Event: _____

Day(s) + Date(s) of Event: Nov. 1, 2 & 3 and Nov. 8, 9 & 10 (2024)

The weekend shows are held Friday, Saturday and Sunday.

Proposed Location of Event: Jarvis Hall

How many total people do you anticipate onsite at any peak time?

Participants: 15 **Spectators:** 100 **Volunteers:** _____

ACTIVITY	DAY	TIME
Start of Setup:	Oct. 30	7AM
Start Time of Event:	Nov. 1	7PM
EVENT	The Outsider	
End Time of Event:	Nov. 10	8PM
Cleanup Completed By:	Nov. 10	9PM

HOST OR SPONSORING ORGANIZATION

Name: Seaside Players, a Florida non-profit based in LBTS.

Address: 1800 S. Ocean Blvd Apt 1108, Lauderdale-By-The-Sea

Is applicant a non-profit organization (501 (c) (3)? YES YES _____ NO

PERSON SUBMITTING APPLICATION ("Responsible Party")

Name: Steve-d'Oliveira

Address: 2190 NE 51st Court #102 Fort Lauderdale, FL 33308

Phone: 561-523-8198 **Email:** s_doliveira@yahoo.com

ON-SITE EVENT REPRESENTATIVE

☒ Same as above

Name:

Address:

Phone: **Email:**

REQUEST FOR TOWN INVOLVEMENT

Are you requesting Town be involved with this event in any way?

☒ YES ☐ NO

If yes, please describe: Assist-with-stage-set-up-stage-and-cone-blocking-TownHall-lot.

SOUND SYSTEMS

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

Do you plan to use amplified sound? Yes. We have our own speakers & amp.

☒ Proposed amplified sound / speaker system

☐ Proposed live music

☐ Planned recorded music

☐ Do you require electrical connections for any of the above?

If yes, which?

TENTS, CANOPIES, STAGES, BLEACHERS

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

A canopy is a tent without sides.

All tents or canopies larger than 120 sq. feet, multiple canopies without separation, and stages require a building permit. The use of tents or larger canopies requires approval of the Fire Marshal and are required to have building permits obtained via the LBTS building department prior to the event.

Manufacturer’s labels are required to be attached to tents and canopies.

Rental agencies shall provide documentation of the flame spread labeling of 25 or less submitted with the application.

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

Indicate if any of the following will be assembled at the event and include locations on your site map. Please list sizes and numbers of each:

Tents: _____

Canopies: _____

Stages: X

Bleachers: _____

Size & Load Max: _____

UTILITIES

All utilities requirements shall be approved by the Director of Development Services and the Fire Marshal prior to application submission to the Town Commission. Depending on location of the event, electric and/or water may be available from the Town for a fee.

All electrical requests shall meet the requirements of the Florida Building Code with final approval from the Town’s Building Official at least 30 days prior to the event.

Will any electrical equipment be installed in conjunction with the Special Event (i.e. lighting, outlets for cooking, etc.)?

_____ YES X NO

If the event requires the following on public property, list what equipment is to be installed and locations (include voltage, amperage, and phases of wiring) as well as vendor name providing the equipment.

_____ Electrical Power: _____

_____ Water: _____

_____ Gas, Propane, BBQ Grills, Generators: _____

_____ Fuel Storage: _____

SIGNAGE

All signage should be included in the application. Information about signage shall include location, colors, size, and number of signs. Indicate signs to be placed in any right of way that directs traffic to the event. Signage is subject to approval and shall not be installed without permission.

Are you requesting permission to erect signage for this event?

☒ YES ☐ NO

If yes, please describe: Use of Jarvis Hall outdoor letter sign.

RESTROOMS

Permit holder is required to obtain written approval from Town establishment if said establishment is allowing participants to use their restroom facilities.

Number of additional Town restrooms being provided: None
(Please include on site plan)

TRAFFIC CONTROL / STREET CLOSURES

Street closures may be required at the Permit Holder's expense.

Are you requesting that any public streets be closed for the event?

☐ YES ☒ NO

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

Are you requesting the reservation of any Town parking spaces for the event?

☐ YES ☒ NO

If yes, please indicate which and how many spaces are being requested:

All parking fees are to be paid at least 30 days prior to the event.

VEHICLES

Are you requesting permission to drive or park on Town grounds?

☐ YES ☒ NO

If yes, please indicate the type(s) of vehicles, locations, and times that are being requested:

Permit Holder shall be responsible for any damage to Town property.

OFF DUTY POLICE / CODE COMPLIANCE OFFICERS

Off duty police are required, at the Permit Holder's expense, for street closures, events with alcohol or large crowds, as determined by the Broward Sheriff's Office. Large events may require a Code Compliance officer to ensure compliance with Town's codes.

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

☐ YES ☒ NO

Do you anticipate needing code compliance officers for your event?

☐ YES ☒ NO

ALCOHOL

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

Are you planning on selling alcoholic beverages at the event?

Please note beverage stations on site map.

☐ YES ☒ NO

If yes, has a liquor permit been obtained by the State of Florida?

☐ YES ☐ NO

Contact information for all license holders who will be providing alcohol:

FEES

Are there any fees or donations that will be collected on site from participants or spectators?

☒ YES ☐ NO

If yes, please describe: We are selling tickets to the play.

CONCESSIONS

Are you planning to have any kind of concessions? ☐ YES ☒ NO

If yes, has the Florida Health Department approved the food vending site plans?

☐ YES ☐ NO

Is the food provided by a nonprofit organization? ☐ YES ☐ NO

Is the food: ☐ Free of charge? ☐ For sale?

Do all food vendors have a temporary food service permit? ☐ YES ☐ NO

Please list the type(s) of food that will be served:

Are you requesting any of the following types of cooking equipment to be used on site? No

- | | | |
|--|--|---------------------------------------|
| ☐ Charcoal Grills | ☐ Fryers | ☐ Open Fires |
| ☐ Propane Grills | ☐ Smokers | ☐ Hoods |
| ☐ Concession Trailers | ☐ Warmers | ☐ LP Tanks |
| ☐ Sterno | ☐ Refrigerators | ☐ Other: _____ |

SALE OF MERCHANDISE

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

☐ YES ☒ NO

If yes, please describe:

ANIMALS

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

Are animals included in your event? ☐ YES ☒ NO

If yes, please describe: _____

FIREWORKS

Fireworks require a separate approval process and application.

Are you requesting approval to discharge fireworks at the event?

☐ YES ☒ NO

RIDES

Rides or other amusement may require a State of Florida inspection. Copies of contracts with any providers of rides, mechanical devices, and amusements shall be submitted to the Town at least 30 days prior to the event.

Are rides included in your event? ☐ YES ☒ NO
(i.e. mechanical, electrical, inflatable, bounce houses, slides, etc.)

If yes, please describe: _____

VENDORS

A list of all vendors with the company name is required for initial approval and a final list is required at least 30 days prior to event and subject to approval (please add on a separate page).

FIRE WATCH / EMS ONSITE

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

I understand that Fire Watch or EMS Services may be required at the Event's expense

Initial: sjd

NO BALLOONS RELEASED

When balloons are released over the ocean, they become a major source of pollution and significantly increase the mortality rate among sea turtles, birds, and other marine life. To help reduce the threats caused by balloons, I agree that there will be no balloons at this event and that I have been informed that the release of balloons is illegal under Florida Statute 379.233. Failure to abide by this requirement will result in the cancellation of the current event and denial of future special event permits.

I agree no balloons will be released.

Initial: sjd

INSURANCE

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

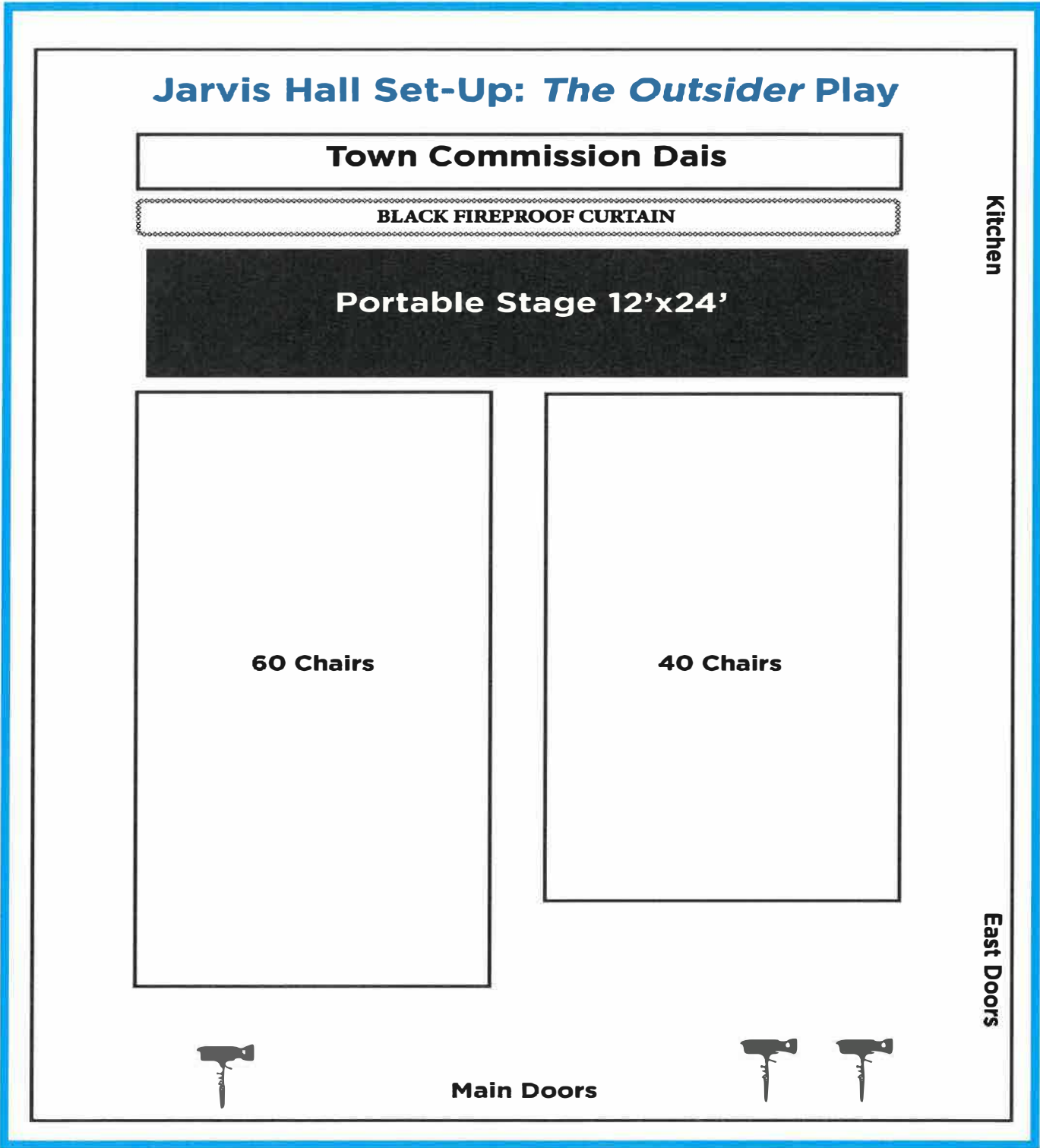
For events not serving alcohol and without fireworks, the Applicants shall provide a Certificate of Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty days'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

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

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

DETAILED SITE PLAN

A detailed map of the event site identifying locations of each of the items mentioned in the above application must be drawn or attached here with your application submission.



PERMISSION OF THE PROPERTY OWNER

Applicant's and Property Owners Certification

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

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

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

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

APPLICANT'S CERTIFICATION

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

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

I understand the Town's requirements for park use and the information provided in this application is complete to the best of my knowledge.


Applicant's Signature

Date 8-30-2024

Stephen-d'Oliveira

Applicant's Printed Name

Telephone 561-523-8198



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/2024

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

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

PRODUCER Foresite Sports, Inc. DBA: Eventsured 3553 West Chester Pike #418 Newtown Square, PA 19073	CONTACT NAME: Eventsured Customer Service PHONE (A/C, No, Ext): 888-882-5902 E-MAIL ADDRESS: info@eventsured.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Houston Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 42374
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COVERAGES	CERTIFICATE NUMBER: TM378434	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	Y	H23SE00155/TM378434	11/01/2024 12:01AM	11/11/2024 2:01AM	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
	MED EXP (Any one person) \$ 1,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
	GENERAL AGGREGATE \$ 2,000,000					
						PRODUCTS - COMP/OP AGG \$ 1,000,000
						DEDUCTIBLE \$ 0
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Additional Insureds must be venue managers or municipalities and are added with respect to our insured's operations only. Waiver of Subrogation (WOS) and Primary & Non-Contributory (PNC) wording applies only when coverage is purchased by the insured, required by written contract and as indicated below. This coverage is with respect to the Theatrical Performance to be held on 11/01/2024 - 11/10/2024 with 900 attendees at Town of Lauderdale by the Sea, Jarvis H: 4505 N Ocean Drive Lauderdale by the Sea, FL 33308. Additional Insureds include: Town of Lauderdale by the Sea, Jarvis Hall 4505 N Ocean Drive Lauderdale by the Sea, FL 33308; Lauderdale by the Sea.

CERTIFICATE HOLDER Town of Lauderdale by the Sea, Jarvis Hall 4505 N Ocean Drive Lauderdale by the Sea FL, 33308	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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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 SPECIAL EVENTS, PARK USES, AND STREET PERFORMERS; PROVIDING FOR CONFLICT, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

35 **WHEREAS**, Resolution 2016-20 further updated the Development review fee
36 schedule; and

37 **WHEREAS**, Resolution 2016-35 moved the fee schedules from Development to
38 Administration for Special Events, Park Use Permits, Vending, Street Performing, and New Racks,
39 and included in the fee schedule the plazas and pavilion, while also updating when payment of
40 fees or monies are due to the Town; and

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

43 **WHEREAS**, pursuant to Section 1-13 of the Lauderdale-By-The-Sea Code of Ordinances,
44 the Town Commission desires to further amend the Fee Schedule for Special Events and Other
45 Use of Public Properties by amending the fees related to Special Events, Park Uses, Street
46 Performers; and

47 **WHEREAS**, the Town Commission finds it to be in the best interest of the Town and its
48 citizens to adopt an updated Fee Schedule for Special Events and Other Use of Public Properties
49 that amends the fees related to Special Events, Park Uses, and Street Performers, and adopts the
50 fees as set forth in this Resolution.

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

53
54 **Section 1.** **Recitals.** Each “WHEREAS” clause set forth is true and correct and
55 incorporated herein by this reference.

56
57 **Section 2.** **Fees.** The Fee Schedule for Special Events and Other Use of Public
58 Properties, which includes the fees for the use of Jarvis Hall and the Plazas, is hereby amended as
59 follows ¹:

<u>Special Event, Park Use, and Street Performing Fee Schedule for Special Events and Other Use of Public Properties</u>		
The following is applicable to all <u>special events</u> and <u>other use of public properties</u> park use permits :		
1. All applicants must abide by the conditions set forth in their permit, including but not limited to fees, deposits, insurance requirements, solid waste plan, and police, fire or EMS detail. 2. All fees, including any monies owed the Town must be paid before the event or park permit is issued. 3. All estimated fees or costs from Town or BSO shall be paid at least two weeks prior to the event date. Any additional costs incurred will be deducted from the event deposit or is due when invoiced. 4. Depending on the nature and size of the event, a deposit may be required as determined by the Town Manager.		
	Type of Activity, Permit or License	Fee
1. Chapter 14.3 – Parks		
A Park Permit is required for groups of 25 people plus or when a specific area is reserved. A Park Use Permit may not be approved if submitted within 14 business days of a proposed event.		
Private event in a park or at the beach where the public is not invited:		
1.1	Single day event, less than 25 people: No reserved area Reservation of a specific area.	No permit required \$100 <u>125</u>
1.3	Single day event, 25 people + with or without reserved area.	\$100 <u>125</u>
1.4	Multi-day event	\$100 <u>125</u> Permit Fee plus an impact

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

Special Event, Park Use, and Street Performing
Fee Schedule for Special Events and Other Use of Public
Properties

1.5	One day event (local or non-local user) that charges admission or registration or sell commercial products or services.	fee set by the Town Manager based on the activity, number of attendees, and impact on the facility
2. Chapter 14.5 - Street Performing		
2.1	Street performing annual permit fee	\$50
3. Chapter 17 - Special Events		
3.1	Special Event Application Fee See also use fees. See 3.2 For events hosted by a businesses with less than 15 employees in the Commercial District along Commercial Boulevard from A1A to West Tradewinds Application filed within 30 days of an event will not be accepted.	
	1. A volunteer event that provides direct benefits to the LBTS community. (examples: beach clean-up, Easter egg hunt, free yoga and meditation, etc.)	-0- (Town Manager may authorize an application to be accepted within 30-days of the event)
	2. Submitted at least 60 days in advance of the proposed event date	<u>\$100</u> <u>125</u>
	3. Submitted between 59 days and 30 days prior to the event PLUS any costs related to special processing of the processing of the application.	<u>\$250</u> <u>275</u> Plus costs, not to exceed \$1,500.
	4. A recurring event within a 6 month period	<u>\$500</u> <u>525</u>
	5. A recurring event within a 12 month period (for example, once a week or once a month).	\$800
	6. An event that has been advertised prior to Commission approval.	\$250 in additional to the application fee
	7. Semi-public business events that use private or public property with less than 50 people at any one time.	<u>\$50</u> <u>75</u> Event may be approved by the Town Manager
	8. Events (local and non-local user) that charges admission or registration or sell commercial products or services	Set by the Town Manager based on purpose, number of attendees, and impact on the facility
3.2	Special Event Application Fee for West Commercial Business District Commercial District events may be approved by the Town Manager if the event is consistent with the Commission's policy direction on special events and meets the following criteria:	

**Special Event, Park Use, and Street Performing
Fee Schedule for Special Events and Other Use of Public
Properties**

1. Less than 75 people at any time 2. 2. Located along Commercial Boulevard from Seagrape to West Tradewinds The \$2550 electrical use fee will be waived for usage of one 20-amp outlet at event Application filed within 30 days of an event will not be accepted.		
1. Submitted at least 60 days in advance of the proposed event date		\$2025
2. Submitted between 59 days and 30 days prior to the event PLUS any costs related to special processing of the processing of the application.		\$5060 Plus costs, not to exceed \$1,500.
3. A recurring event within a 12 month period (for example, once a week or once a month).		\$15 per event day
4. An event that has been advertised prior to Commission approval.		\$250 in additional to the application fee
5. Events that charges admission or registration or sell commercial products or services		Set by the Town Manager based on purpose, number of attendees, and impact on the area.

60

3.3	Special Event Use Fees for Road Closures and El Mar Median Lane Parking The following use fees are in addition to the Special Event Application Fee, but may be modified or waived by the Town Commission upon a finding that the applicable event will provide a public benefit.		
	Event Conditions:	Road Closure	El Mar Median Lane Parking
	1. Private or public business events that use public property with less than 50 people at any one time.	N/A	N/A
	2. Less than 100 people	\$100 125 per day	N/A
	3. 101 - 200 people	\$200 225 per day	\$250 275
	4. More than 200 people	Set by Commission based on purpose, number of attendees, and impact	
	5. Events (local or non-local user) that charges admission or registration or sell commercial products or services	Set by Commission based on purpose, number of attendees, and impact.	

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4. Chapter 17 - Jarvis Hall

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

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

General philosophy: The Dunes Plaza, Connie Hoffmann Plaza and Beach Pavilion (“**The Plazas**”) are the premier public spaces in Town and were built for the enjoyment of our residents and visitors. They are available for events that are open to the general public or are of significant benefit to the Town. The Use Fees are set so the users bear the costs related to their events, rather than the Town subsidizing those events.

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

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

Potential use on holidays.

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

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

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

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

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

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

Plaza Use Fees

Are in addition to the Event Application Fees listed above.

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

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

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

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

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

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

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

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage. The increased fees set forth herein related to Special Events, Park Uses, and Street Performers shall apply to all new requests submitted after the passage and adoption of this Resolution.

PASSED AND ADOPTED this 27th day of August 2024.

Mayor Edmund Malkoon

Attest:

APPROVED AS TO FORM:

83
84 Town Clerk, Katrina Adler
85
86
87 (CORPORATE SEAL)

Susan L. Trevarthen, Town Attorney



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

PERMIT HOLDER INFORMATION

NAME / ORGANIZATION:	Seaside Players	REPRESENTATIVE:	Steve D' Oliveira
STREET ADDRESS:	2190 NE 51 st Court, #102	CITY, STATE, ZIP:	Fort Lauderdale, FL 33308
PHONE NUMBER (S):	(561) 523-8198	EMAIL:	S_doliveira@yahoo.com

DATE AND LOCATION OF EVENT

TYPE OF EVENT:	Theatre Performance	DATE(S) OF EVENT:	1 st & 2 nd weekends of November 2024
HOUR(S) OF EVENT:	7:00 PM – 8:00 PM	ADDRESS / LOCATION OF EVENT:	Jarvis Hall (4505 N. Ocean Drive, LBTS, FL 33308)

DESCRIPTION OF EVENT:

Theatrical Performances of 'The Outsiders'

SEASIDE PLAYERS 'THE OUTSIDERS'	
WEDNESDAY, OCTOBER 30, 2024	
Setup:	7:00 AM – 3:00 PM
FRIDAY, NOVEMBER 1, SATURSDAY, NOVEMBER 2, SUNDAY, NOVEMBER 3 FRIDAY, NOVEMBER 8, SATURDAY, NOVEMBER 9, SUNDAY, NOVEMBER 10	
Start Time of Event:	7:00 PM
End Time of Event:	8:00 PM
Cleanup Completed:	9:00 PM

SPECIAL CONDITIONS

The EVENT was approved by Town Commission on October 8, 2024 with the following conditions:

1. According to Resolution 2024-29, a Lauderdale-By-The-Sea civic association, community group, or non-profit organization is required to put down a \$100 rental deposit, but is not charged a fee to use Jarvis Hall. As a non-profit organization, the Seaside Players do not owe a rental fee.



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

2. Road Closures, Lane Closures, and Parking Spaces:
 - a. Town will waive the parking fees in the lots in front of, and behind, Town Hall. This offers complimentary parking to those attending the performances. Town Staff will coordinate coning off of the parking lot, as well as placing event day signage designating the lots as event parking.
3. Setup:
 - a. Tables, chairs, stage, equipment, etc. shall not interfere with pedestrian walkways, ingress or egress.
 - b. Sidewalks next to the Event site and within the Event shall remain open and clear for pedestrian traffic.
 - c. The Event shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered to not pose a hazard to the public or event staff.
 - d. All setup must be completely broken down at the conclusion of the November 10th performance. Jarvis Hall serves as a rain backup for the Town's Veterans Day ceremony which takes place the following morning, Monday, November 11, 2024.
4. Broward Sherriff Office (BSO):
 - a. BSO shall specify the number of detail officers needed for traffic and crowd control. The Permit Holder shall contract with BSO directly for the necessary BSO personnel within ten (10) days of receiving event approval.
 - b. BSO shall approve the Event's traffic plan, if one is required.
5. Signage
 - a. Seaside Players are permitted to use the Jarvis Hall street marquis to promote the Event. Marquis sign is to be set East of Jarvis Hall along A1A.
 - b. No signage relating to the event shall be affixed by any means to any outdoor Town structure or signpost without approval. Taping promotional materials to any outdoor structure is not permitted.
6. The Event and its approved sound systems will be operated so as not to violate the Town's code, including section 13-6, Noise Limitation.
7. A clean up deposit may be imposed, based on the final Site Plan, and due two weeks prior to the Event. Clean up fee starting at \$150 will be charged if the area is not cleaned to the Town's standards by 9:00 a.m. the day of the Event.
8. Final Site Plan must be presented to Town Staff for approval at least 48 hours in advance of the Event. The Permit Holder shall arrange for an inspection of the event site to occur two hours before the start of the event. This inspection shall include Town's Event Manager or designee, and the Event's dedicated on-site representative for the purpose of ensuring the event is organized in a safe manner.
9. The cost of any inspections or work required by Town Staff after normal working hours will be billed to the Event and must be paid within two weeks of invoice date.



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

10. Insurance:

- a. At least thirty (30) days prior to the Event, the Permit Holder shall provide a Certificate of Liability written in comprehensive form naming the Town as additional insured in the amount of:
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury; and
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty (30) days written notice for cancellation
- b. No required policy shall have a deductible or self-insurance retention greater than \$15,000
- c. All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance will provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any event, the EVENT will be held responsible for providing the Town notice of any change in insurance coverage. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement will be issued as part of any required policies. Failure to comply with these requirements will justify a denial, suspension or revocation of the requested approval by the Interim Town Manager or designee.

11. In the event that control of any applicable event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Event (the "Subcontractor"), the Subcontractor shall be required to meet the insurance and indemnification requirements of set forth in the Permit and this Approval, under which the EVENT is applying, as if they were the Event and will be held responsible for compliance with the Town Code as if the Subcontractor for the Event.
12. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for the Event shall expire unless the Town Manager finds there are extenuating circumstances that the Event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the Event, without increasing the administration costs of the Town.
13. The Event shall owe no monies to the Town at the time of the event or have any code citations or violations. There shall be no code violations or monies due such as fines, fees, taxes or other charges, permits or licenses outstanding or owed to the Town by the current or past property owners or operators of the Event unless all monies due are paid, permits/paperwork received, and code issues resolved 14 days prior to the Event.



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

14. The Town Manager may suspend permission for this event or require changes in the site plan due to conflicting activities, failure of the Event to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.
15. The Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special events if deemed necessary by the Town or upon the EVENT proposing a valid reason.
16. Permission for the Event may be suspended or modified by the Commission, Town Manager, or designated Staff.
17. The Town Manager or onsite Town representative may terminate the Event or Event's participation due to the Event not complying with the terms and conditions of the Town's event permit, for health or other safety reasons.
18. If any Condition is not met by the EVENT, the Town may charge a \$500 fee for each occurrence of a violation of these Conditions.



All documents submitted.

PERMIT HOLDER: I agree to comply with all conditions of this permit	
SIGNATURE OF PERMIT HOLDER:	DATE:
 STEVE D' OLIVEIRA PRINTED NAME	

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

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



Town Commission Agenda Item Report

Meeting Date: October 8, 2024

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

Submitting Department: Administration

Item Type: Resolution

Agenda Section: CONSENT AGENDA

Subject Title: RESOLUTION 2024-43- A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH EVOLVTEC FOR CCTV SECURITY CAMERA MAINTENANCE SERVICES, UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF OAKLAND PARK INVITATION TO BID #091520 ; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: As part of the ongoing efforts that began in 2023 and have continued through 2024, staff have been working to ensure the Town's camera system regains full functionality and reliability. With this in mind, an ongoing maintenance contract that monitors the system and accounts for proactive maintenance is needed. Staff used Evolvtec on a time and materials basis to assess the system and to recommend system improvements including monitoring and response services. We have been extremely pleased with the level of care that they have provided to tackle ongoing issues and the speed at which they address them. Their knowledge and responsiveness have led staff to believe that Evolvtec will be a critical partner to upgrade the system and have it reach a level of full functionality. Once improvements are completed, we are confident that their ongoing contractual services will prevent further mass degradation of the system as previously experienced.

The cost for monitoring and maintenance services is based on the number of devices (\$20.00 per device per month) serviced by the vendor. Currently, we have 135 devices which include cameras, antennas, switches, nvr/dvr's and the associated computer system. This cost was procured by using the City of Oakland Park Contract via Invitation to Bid #091520. Section IV.E. "Cooperative Purchasing (Piggybacking)" of the Town's Purchasing Manual authorizes purchases to be made utilizing existing contracts from other government agencies that have resulted from a competitive vendor selection process. The total yearly cost for the monitoring and maintenance services based on the current amount of equipment is \$32,400. On-site technician rates and equipment are not included in this set amount for the monthly monitoring, however, pricing for these items, when needed, are outlined in the contract. Funds are currently budgeted in two accounts for this contract. In the General Fund, Public Works Department 001-541100-500345 "Contractual Services" and in the Parking Fund 310-545000-500345 "Contractual Services".

Recommendation: Approve Resolution 2024-43 Authorizing the Town Manager to execute an agreement with Evolvtec for CCTV Security Camera Maintenance Services utilizing the City of Oakland Park Contract via Invitation to Bid #091520.

Exhibits:

1. Resolution 2024-43- Approving A Piggyback Agreement With Evolvtec For CCTV Maintenance Services

RESOLUTION NO. 2024-43

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH DSS MANAGEMENT OF FLORIDA, LLC, DBA EVOLVTEC FOR CCTV SECURITY CAMERA MAINTENANCE SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF OAKLAND PARK CONTRACT AWARDED PURSUANT TO INVITATION TO BID NO. 091520; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) wishes to provide comprehensive monitoring and maintenance services for its CCTV security camera system (the “Services”); and

WHEREAS, the City of Oakland Park (the “City”), entered into an agreement with DSS Management of Florida, LLC, DBA Evolvtec (the “Contractor”), pursuant to the City’s Invitation To Bid No. 091520 for CCTV Security Camera Maintenance Services (the “Oakland Park Agreement”); and

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

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

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

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

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the Piggyback Agreement with the Contractor, utilizing the Oakland Park Agreement.

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

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

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

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

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

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

PASSED AND ADOPTED this _____ day of _____, 2024.

Mayor Edmund Malkoon

Attest:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**TOWN OF LAUDERDALE-BY-THE-SEA AGREEMENT WITH DSS MANAGEMENT
OF FLORIDA, LLC, DBA EVOLVTEC
(Piggyback Competitive Award)**

This Agreement is made this ____ day of _____, 2024 (the "Effective Date") between the Town of Lauderdale-By-The-Sea, a municipal corporation organized and existing under the laws of the State of Florida and whose address 4501 North Ocean Drive, Lauderdale-By-The-Sea, FL 33308 (the "Town"), and DSS Management of Florida, LLC, DBA Evolvtec (the "Contractor").

WITNESSETH

WHEREAS, the Town wishes to enter into an agreement with the Contractor (this "Agreement") to provide comprehensive monitoring and maintenance services for its CCTV security camera system (the "Services"); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the City of Oakland Park and the Contractor as set forth in the Invitation To Bid No. 091520, attached hereto and incorporated herein as Exhibit "B" (the "Oakland Park Contract"); and

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

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

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

Section 1. Contract Terms. The terms and conditions of the Oakland Park Contract, attached hereto as Exhibit "B," is incorporated as though fully set forth herein. In the event of conflict between or among this Agreement and the terms and conditions of the Oakland Park Contract, the order of priority shall be: this Agreement, and the Oakland Park Contract.

The following additional provisions are included:

A. The "Town of Lauderdale-By-The-Sea" and "the Town" shall be deemed

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

B. The Town shall compensate the Contractor pursuant to the rates set forth in the Contractor's quote, attached hereto as Exhibit "C," at a monthly rate not to exceed \$20.00 per device (the "Quote").

C. 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.

D. Public Records

1. Contractor shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:
2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
3. Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession

of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

6. Any compensation due to Contractor shall be withheld until all records are received as provided herein. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT townclerk@lauderdalebytheseafl.gov, OR BY MAIL: Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The Sea, Florida 33308.**

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

E. Scrutinized Companies

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

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

F. ETHICS

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

G. INSURANCE

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

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

carriers having lower Best's ratings upon review of financial information concerning Contractor and the insurance carrier.

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

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

H. INDEMNIFICATION

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

I. NONCOERCIVE CONDUCT AFFIDAVIT.

Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida

Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

J. PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.

If this contract contemplates the Town giving access to an individual's personal identifying information, then the following applies:

1. Pursuant to Section 287.138, Florida Statutes, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria of Section 287.1838, Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

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

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

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

For Contractor: DSS MANAGEMENT OF FLORIDA, LLC, DBA
 EVOLVTEC
 Attn: Dashmir Dalipi, President
 1900 NW 32nd Street, Suite A
 Pompano Beach, Florida 33064

Section 3. Severability. This Agreement sets forth the entire agreement between Contractor and the Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings

and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

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

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

TOWN:

CONTRACTOR:

TOWN OF LAUDERDALE-BY-THE-SEA

DSS MANAGEMENT OF
FLORIDA, LLC, DBA EVOLVTEC

Linda Connors, Town Manager

Dashmir Dalipi, President

Date: _____

Date: _____

Attest: _____
Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with the Town is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, I hereby affirm under penalty of perjury that:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and the Town, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed 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

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the Town may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Town which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed 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



ITB# 091520
CCTV Maintenance Services
For The
City of Oakland Park

Response Provided By:



EvolvTec (a dba of BLM Technologies of Florida, LLC)
1321 NW 65th Place
Suite 3
Ft. Lauderdale, FL 33309

Jim Jones is the contact person 954-587-5521 x 250 jim.jones@evolvtec.com

Letter of Interest

EvolvTec (a dba of BLM Technologies of Florida, LLC.) ("EVOLVTEC") has over forty years of history of providing services to its customer base through predecessor companies. EVOLVTEC acquired a portion of the assets of BLM Technologies, Inc. in 2008. EvolvTec has an extensive experience in providing a broad range of computer services including maintenance, installations, logistics, moves, adds and changes to a broad customer base. EVOLVTEC, through the above predecessor companies have been providing the services specified under this ITB to Florida State agencies as well as County and City Governments, for over thirty years.

EvolvTec is currently providing similar services as listed in this ITB for cities and departments located in the State of Florida such as the Town of Fort Myers Beach and the Florida Legislature.

EvolvTec has met and exceeded the requirements that had been set forth in the contract with the Town of Fort Myers Beach. We have been providing services listed on this contract many governmental agencies.

EvolvTec (a dba of BLM Technologies of Florida, LLC) is listed with the Department of State Division of Corporations and our status is Active.

Jim Jones, our VP of Engineering Services, will be the primary contact for the City of Oakland Park, his phone and email contact info are as follows: 954-587-5521 x 250
jim.jones@evolvtec.com.

Proposal Response

Technical Knowledge and Competence

EvolvTec has over 40 years of providing expert technical support to a large range of organizations in the Florida marketplace. We are certified partners with Dell, Microsoft, SonicWall, HP, Lexmark and others. Many of our technicians have been with EvolvTec more than 10 years, with some more than 30 years, so you can expect a high level of expertise from experienced professionals. Our Customer Engineers undergo several hours of additional training every year on the newest hardware and software to ensure that EvolvTec can provide the highest level of support service to our customer and to ensure that we can resolve any issues as quickly as possible.

Our approach to providing service is broken down into several levels. The first is the highly qualified expert that we will have on-site at your organization that will provide hands-on and remote support to your users on all of the covered equipment and systems.

Second, our expert helpdesk stands at the ready to provide additional assistance to your users so that if the on-site technician is otherwise engaged, your users will still be able to receive support for their issues using cutting-edge remote support tools and our many years of experience in providing remote support.

Service Orientation and Professionalism

EvolvTec has been in the IT support industry for over forty (40) years through various name changes. We have been the 'go to' IT Company for many State Agencies and Departments, and County and City governments. We provide a wide variety of services to them, from traditional 'break fix' services, true maintenance services, managed print services, managed network services, structure cabling, VoIP and IP Security Solutions as well as customized solutions tailored to meet the customer's needs. EvolvTec currently services our customers out of 8 offices, located in Ft. Lauderdale, Jacksonville, Tampa, Orlando, Tallahassee, Ft. Myers, Ocala and Pensacola. This allows us to be on-site to any of our customers in two hours or less. And all of these offices are backed by our help desk that provides world-class phone and remote support 24 hours a day, 365 days a year.

EvolvTec is led by Greg Blanc, President in our Ft. Lauderdale office, Jim Jones, Vice President of Engineering Services in our Tallahassee office. We also have supervisors in each of our 8 offices overseeing the deployment of our over 20 Customer Engineers.

EvolvTec employs the latest customer service and support systems available in the market. This allows us to provide rapid response to our customers and the fastest problem resolution possible. Our systems allow us a great deal of depth in understanding our customer's systems and this understanding allows us to provide the best support and guidance available. Using

these systems, we can streamline hardware and software deployments and provide an over-all better experience for our customers.

We have and currently are providing IT support services to the City. We will continue our remote support services allow us to inventory and monitor all of the hardware and software systems and facilitates changes to be made to the cameras during the duration of the contract. And, of course, we would review all hardware to ensure everything is in good working order. We will work with the City to identify any changes or upgrades that are needed, provide procurement services as needed and develop budgets for any future IT plans or projects.

Simply put, we will be assessing all of your systems, evaluating the best solutions and recommending the proper solution.

EvolvTec is currently providing these support services to those that are listed on this ITB for the City of Oakland Park.

All EvolvTec Customer Engineers have undergone Criminal Justice Information Systems background checks and all have the IT Vendor Certification currently, as this is a requirement for many of our existing customers. We also insist on drug tests for all of our employees.

EvolvTec has thoroughly reviewed the ITB and has a good understanding of the requirements and needs that the City of Oakland Park have put forth. EvolvTec does not have any relationships with any Commission members, their families, nor any business(s) that they may own.

EvolvTec understands and agrees to the following definitions and duties:

“1st Tier Support” shall mean support provided by designated Onsite IT Service Technician and shall consist of the first point of contact for customer support. The **1st Tier Support** will create a record of all requests and actions including a determination of whether the reported trouble/issue is technical or operational, and shall resolve operational issues and respond to questions concerning the use of the system. Technical issues that cannot be resolved by the 1st Tier Support Person shall be reported to the **“Help Desk”** which will review the ticket and determine the proper escalation point as needed or assist in resolution.

“2nd Tier Support” shall mean support issues that have escalated to our tier 2 engineer by the designated Onsite Services Technician. All technical issue not resolved by 2nd Tier Support shall be reported to the 3rd Tier support for resolution.

“3rd Tier Support” shall mean support provided by the vendor/manufacturer customer support, and shall consist of technical issues determined to be caused by the application or hardware. Services are to include but are not limited to:

- **Server Management** Provide preventive, diagnostic and remedial support to maintain the Town’s servers, including performance of daily, weekly and monthly backups.

EvolvTec will manage the Town's server hardware, software and related systems to ensure City of Oakland Park has a quality, secure, high performance, reliable system. EvolvTec will conduct scheduled preventative maintenance services for the IT equipment and will develop and enact plans for back-ups and will provide procedural documentation. EvolvTec will setup new users, modify existing users on server. EvolvTec will monitor the Server performances as well as providing capacity management services.

- **Service Desk Support:** Support for desktop computing hardware devices and associated operating system software, laptop computer, local and network printers, scanners, copiers and hand-held computing devices. EvolvTec will provide the support necessary to perform the following:
 - Installation services for PC's, Laptops, Printers and Software.
 - Identify and correct hardware problems and perform advanced troubleshooting.
 - Repair, update and upgrade all of the Cities computers as needed and approved by the Town's manager.
 - Assist the City of Oakland Park in software and hardware purchases

Additionally, EvolvTec provides a remote helpdesk that prioritize and respond to service requests from Town's staff, responding after normal business hours as situationally required.

- **Network Support:** Services and activities required to provide and support the Cities computer network environment, including LAN, wireless networks, switches, firewalls, routers and other network security equipment, VOIP and internet domain name management and, coordinate all scheduled maintenance. EvolvTec will monitor network performance and make changes as needed. This activity includes the oversight, supervision, and management of all City of Oakland Park Wi-Fi public hot-spots.
- **Emergency Services** – While not specifically in scope for this ITB, EvolvTec will provide emergency technical, communication, and IT support services in the event of emergency situation. EvolvTec currently provides 24 hour 7 days a week support for several of our customers currently.

We have in the past provided Emergency Services for the Department of Corrections when their facilities were impacted by several hurricanes. We provided both hardware and technical services to them throughout the State. This reduced the amount of 'down time' that impacted not only the Department but other Law Enforcement agencies across the State.

- **IT Project Management** - EvolvTec has the resources needed to support multiple projects simultaneously. Our project managers have the experience to serve as a liaison between the Cities teams and other vendors in order to guide the project to completion, meeting budget and time forecasts. City of Oakland Park will be provided status reports as needed throughout the life of the project.

Scope of Work

1. Repairs/Corrective Maintenance – EvolvTec will provide the necessary equipment, labor and supervision necessary to return the affected system(s) to normal operation. EvolvTec will also provide the replacement materials and parts needed to repair the affected system(s). EvolvTec will have a trained engineer within in the four (4) hours after being notified of emergency need or within two (2) business days for non-emergency needs in accordance with the terms of this Contract.
2. Preventive Maintenance – EvolvTec will perform inspections, cleaning, performance checks, and consumable replenishment or replacement, and system calibrations. EvolvTec will provide a breakdown of recommended preventive maintenance activities and schedule for City approval.
3. Renewal and Replacement – If EvolvTec, through the result of either corrective or preventive maintenance discovers deficiencies, and the correction or resolution of such deficiencies requires a level of effort or expenditure beyond the tasks specified and authorized in the Purchase Order Form, EvolvTec will submit to the City a proposal for the additional work necessary.
4. Provision of Material and Parts – EvolvTec will provide the necessary materials and replacement parts for both corrective and preventive maintenance. These parts and materials will be Billable to the City under the terms listed in this ITB (paragraph D4).
5. EvolvTec will provide the technical and programming services a required to troubleshoot and optimize the City's existing video surveillance systems. These services shall be included in the Flat Monthly Fee unless prior approval is obtained from the City.
6. EvolvTec will provide detailed documentation and diagrams to the City when installing a new system or significantly altering an existing one. The documentation requirements will be agreed upon with the City per project. All EvolvTec supplied documentation shall be considered work-for-hire and will be the property of the City.
7. EvolvTec will provide technical support such as cost estimates, recommend actions of repair versus replacement, life expectancy, and maintenance recommendations at no additional costs to the City.
8. EvolvTec will provide 24x7x365 technical telephone support services as required. At the start of each telephone support session, EvolvTec will assign an Incident Number and log the start time and completion times.

Quantities and Devices

The quantities and location of devices is shown. The quantities are accurate as of the time of this ITB. As the number of devices increases or decreases over time, EvolvTec and the City will change the Monthly Flat Fee to reflect these changes. When new devices are installed, they will be added to the Monthly Flat Fee the first month after they become operational.

Emergency Services

1. Emergency Services are those services initiated during non-normal business hours and/or requiring priority response. Emergency Service shall be billed at the scheduled hourly rates plus emergency service multiplier. Planned or scheduled work during non-business hours shall not be considered emergency service and shall be invoiced at the normal scheduled rates.
2. Normal Business Hours under this agreement are Monday through Friday, 0600 through 1800 hours, excluding published City holidays.
3. EvolvTec shall maintain a 24-hour, 365 day answering service for incoming services calls. All service calls shall be logged and the log shall be submitted to the City on a monthly basis.
4. Repeated failure to meet established response times will be considered as grounds to terminate this agreement.

Obligations of EvolvTec

1. EvolvTec will provide the City with a monthly schedule for all planned work and reschedule such work when notified by the City that the work cannot be performed at that time. EvolvTec will not be compensated if work cannot be performed due to foreseeable circumstances.
2. EvolvTec shall employ professional, qualified, and responsible service technicians to perform the work. EvolvTec will employ service technicians trained in the maintenance and installation of the specific types of equipment used in the City video and security systems.
3. EvolvTec will maintain a neat and clean workspace both during and after the performance of work. All trash will be removed from the site and deposited as appropriate. Any fireproofing, caulking, or other materials that must be removed for the installation or performance of maintenance will be reinstalled or repaired as appropriate. Ensure that necessary markings are installed where appropriate to identify new circuits, cables, or equipment as applicable.
4. EvolvTec will observe all City site access and security procedures. As these procedures are subject to change, EvolvTec is responsible for familiarizing the service engineers with current requirements; violation of site access and security procedures is a serious breach of the terms of this Contract. Failure to notify the City personally and properly as required is a violation of the terms of this Contract.
5. Maintain documentation of all work performed under this Contract on forms provided or approved by the City. All such documentation will become the property of the City of Oakland Park upon termination of this Contract. Invoices submitted by EvolvTec

will not be approved for payment unless written documentation of all work for which EvolvTec seeks payment are attached. At the minimum, documentation will include:

- a. EvolvTec name, complete address, and contact information
- b. Date, time, and location of site visit
- c. Reason for site visit
- d. Brief description of work performed or accomplished
- e. Any observed deficiencies or operational issues and recommendations for resolution
- f. Required or recommended follow-up
- g. Parts and/or consumables used
- h. Labor hours, if billable
- i. Participating EvolvTec personnel
- j. City of Oakland Park Purchase Order number
- k. Approval by EvolvTec Operations Manager

All work performed will be certified as complete by the project requestor or delegated evaluator prior to payment of the invoice.

Warranty

All projects and work performed under this agreement shall have a minimum of 24-month parts and labor warranty. Should the manufacture's warranties exceed 24 months, the manufacturers' warranty shall prevail with only the Contractor's normal labor rates being charged after the initial 24-month period.

EvolvTec has been providing this scope of work to the City in the past and currently, and are looking forward to continuing our relationship with the City.

BID FORM

The undersigned hereby declares that after examining the Bid Documents, does hereby submit a response and warrants that:

- a. She/He is an officer of the organization.
- b. She/He is authorized to offer a bid in full compliance with all requirements and conditions, as set forth in the ITB.
- c. She/He has fully read and understands the ITB and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.

 _____ Authorized Signature	Jim Jones VP of Engineering Services _____ Printed Name & Title
BLM Technologies of Florida LLC dba EvolvTec _____ Company Name	1321 NW 65th Place Suite 3 _____ Company Address
Ft. Lauderdale, FL 33309 _____ City, State, Zip Code	8/24/2020 _____ Date
954-587-5521 x 250 _____ Phone Number	jim.jones@evolvtec.com _____ E-mail Address

Note: Business documents attesting to the authority of the above signor to commit the firm to this bid must be available for review at the City's request.

Bidder understands that the City may inspect any equipment and related materials prior to the start of any preparatory or application procedures to insure full compliance with the attached specifications. The City also retains the right to conduct a confirming inspection at any time during the project and to stop the contractor from performing any activities pending the resolution of any non-conformance issues.

PRICING STRUCTURE

The Contractor shall provide a flat monthly Fee per device : please refer to page 9, D-1 for detailed description

Monthly Flat Fee Per Device : \$20.00/month/device

Any price mark-ups over cost shall be disclosed. All parts necessary to complete the assigned projects shall be marked up at rate no greater than the maximum mark up as shown :

Parts / materials mark up 18 %

Please list hourly labor rates that will be billed for new installations, modifications, etc. as described on page 9, D-5

Hourly labor rate : \$90.00/hour

Any additional charges (if applicable) , that are not mentioned, may be listed below

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON THE PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida COUNTY Leon

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Bidder BLM Technologies of Florida LLC dba EvolvTec

Business address 1321 NW 65th Place Suite 3 Ft. Lauderdale, FL 33309

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the 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 such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an 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.

I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a 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, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

Please mark the appropriate paragraph below:

☒ Neither the bidder, contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

☐ There has been a conviction of a public entity crime by the bidder or contractor, or an officer,

director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement



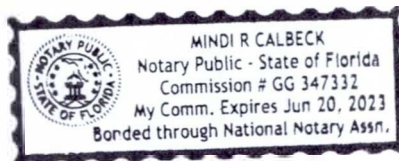
Bidder's Signature

Sworn to and subscribed before me on this 2nd day of Sept., 2014-2020

(affix seal)



Notary Public Signature



NON-COLLUSION AFFIDAVIT

By submission of this affidavit, the bidder certifies that this price is made independently and free from collusion. Bidder shall disclose below, to the best of its knowledge, any City of Oakland Park officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the bidder's business who is in a position to influence this procurement. Any City of Oakland Park officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Oakland Park Code of Ordinances.

NAME

RELATIONSHIP

_____	_____
_____	_____

NONE: X



Signature of Bidder

Sworn to and subscribed before me on this 2nd day of Sept., ~~2014~~ 2020

(affix seal)

Mindi R Calbeck

Notary Public Signature



DOMESTIC PARTNERSHIP CERTIFICATION FORM

THIS FORM **MUST** BE COMPLETED AND SUBMITTED AT TIME OF SUBMITTAL
FOR CONTRACTOR TO BE DEEMED RESPONSIVE

The Contractor, by virtue of the signature below, certifies that it is aware of the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances, "Requirement for City contractors to provide equal benefits to domestic partners", and certifies the following:

(Please check only one below)

- ☐ 1. The Contractor currently complies with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances and provides benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 2. The Contractor will comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of contract award and provide benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 3. The Contractor will not comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award
- ☒ 4. The Contractor does not need to comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award because the following exemption applies:

(Please check only one below)

- ☒ The Contractor's price bid for the initial contract term is \$100,000 or less
- ☐ The Contractor employs less than twenty-five (25) employees
- ☐ The Contractor does not provide benefits to employees' spouses or spouses' dependents
- ☐ The Contractor is a religious organization, association, society, or non-profit charitable or educational institution
- ☐ The Contractor is a government entity
- ☐ The Contractor cannot comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation _____, and attach explanation of its applicability.

I, Jim Jones, VP of Engineering Services of BLM Technologies of Florida LLC dba EvolvTec
(Name) (Title) (Contractor)

Hereby attest that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.


Signature

Jim Jones
Print Name

DOMESTIC PARTNERSHIP CERTIFICATION FORM (continued)

STATE OF Florida _____)

COUNTY OF Leon _____)

SWORN TO AND SUBSCRIBED BEFORE ME this 2nd day of September, ~~2014~~ 2020

by Jim Jones _____, to me personally known _____ or produced identification ✓

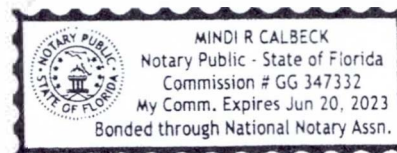
type of identification produced: Drivers License _____

My commission expires: 6/20/2023

(SEAL)

Mindi R Calbeck _____
Signature of Notary Public

Mindi R Calbeck _____
Print name of Notary Public



CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Jim Jones VP of Engineering Services, on behalf of BLM Technologies of Florida LLC dba EvolvTec
Print Name and Title Company Name

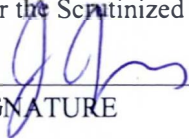
certify that BLM Technologies of Florida LLC dba EvolvTec does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.


SIGNATURE

Jim Jones

PRINT NAME

BLM Technologies of Florida LLC dba EvolvTec
COMPANY NAME

VP of Engineering Services

TITLE

Must be executed and returned with attached proposal to be considered

EXPERIENCE/REFERENCES

The following is a listing of references the contractor has supplied services to, with in the past five years. Please provide name and current contact information for references.

NAME OF AGENCY	City of Oakland Park
CONTACT PERSON & PHONE NUMBER	Mark Curry 954-630-4228
PERIOD OF SERVICE	FROM: 2015 TO: Present

NAME OF AGENCY	Town of Ft Myers Beach
CONTACT PERSON & PHONE	Amy Baker 239-765-0202 x 1402
PERIOD OF SERVICE	FROM: 2017 TO: Present

NAME OF AGENCY	
CONTACT PERSON & PHONE NUMBER	
PERIOD OF SERVICE	FROM: TO:

References may be attached separately.

September 11, 2020

Ms. Maggie Turner
Purchasing Manager
City of Oakland Park
3650 NE 12th Ave.

Reference ITB# 091520

Ms. Turner,

Evolvtec, has firsthand knowledge of all of the cameras, NVR/DVRs, antennas and monitoring system. We have been to every site, touched every camera and other devices. We know where all of the underground devices are located. We know all of the intricacies of the wiring and layouts of every single cable, switches and NVR/DVRs. We are knowledgeable in working with Comcast your current ISP for all cameras.

Our headquarters is located less than 5 miles from the City Hall, we are local and can meet the stringent service levels requirements of this bid. We understand the importance of the web cam working at all times as the community is watching this every day.

We have developed a monitoring and alert system that emails our call center, that a camera or a site is down, this email also is sent to staff members at the City of Oakland Park. This has proven very successful in send us alerts so we can address issues quickly.

There simply cannot be another company that has the experience, knowledge and know how that we have at Evolvtec, when it comes maintaining and support of your security cameras and devices.

We truly enjoy working with the IT staff and Mr. Curry to keep everything up and running.

We sincerely appreciate the opportunity to continue to work with you, your organization and your community.

Sincerely

Greg Blanc
CEO

1900 NW 32nd Street Suite A
Pompano Beach, FL 33064
Phone: 954-587-5521

☒ On-Site Maintenance ☐ Initial ☐ Depot Maintenance ☐ Addition ☐ Computer Repair Center ☐ Feature Change ☐ Cancellation ☐ Other				Master Agreement #:		20240429		Effective Date:			
				Customer Name:		The Town of Lauderdale By The Sea					
				Billing Address:		4501 N Ocean Drive,					
				Equipment Location:		Lauderdale by the Sea, FL 33308					
				Customer Contact		Ken Rubach					
Phone #		954-640-4208									
Billing Cycle		☐ Annual - Advance ☒ Monthly - Advance ☐ Quarterly - Advance									
Contract Managed Service		Site #		Service Location City of Oakland Park		Reference or P.O. #					
Contract Term 3 Year		Contract Date		Contract Expiration Date							
Manufacturer	Type	Serial Number	Model	Quantity	MM Per Unit	Extended Yearly					
Camera Antenna Switch PC NVR/DVR				40	\$20 per device						
				28							
				22							
				1							
				3							
Travel Surcharge: Not Applicable				Monthly Maintenance Charge: \$ 1,880.00 Annual Maintenance Charge: \$ 22,560.00 Subtotal: \$ Tax at %: \$ Grand Total: \$ 22,560.00							
Comments:						Are Continuation Sheets Attached? ☒ Yes ☐ No Preventative Maintenance Applies ☒ Yes ☐ No Maintenance Service Including Parts ☒ Yes ☐ No					
								Terms	Monday—Friday From To	Saturday From To	Sunday From To

Accepted by: DSS Management of Florida, LLC, DBA Evolvtec

Agreed To: The Town of Lauderdale By The Sea

By:

By:

(Authorized Signature)

(Authorized Signature)

Name: Dashmir Dalipi

Name:

(Print or Type Name)

(Print or Type Name)

Title: President

Title:

Date:

Date:



Town Commission Agenda Item Report

Meeting Date: October 8, 2024

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

Submitting Department: Administration

Item Type: Presentation

Agenda Section: CONSENT AGENDA

Subject Title: Special Event Application: Community Church Flea Market 2024-2025 Season

Explanation: Debbie O' Connor with the Community Church (the "Applicant"), has submitted a Special Event Application (**Exhibit 1**) to host their 2024-2025 Flea Market season. The flea markets are scheduled to be held on the first Saturday of the month, running from November 2024–July 2025.

The Application requests the first flea market to be hosted on Saturday, October 5, 2024. As the Application was not submitted until September 16, 2024, the next possible Commission meeting is this date of October 8th, making the October 5 market request not feasible.

COMMUNITY CHURCH FLEA MARKET SATURDAYS	
2024: November 2, December 7	
2025: January 4, February 1, March 1, April 5, May 3, June 7, July 5	
Start of Setup:	7:00 AM
Event Begins:	8:00 AM
Event Ends:	2:00 PM
Cleanup Completed:	4:00 PM

Per the layout, vendor tables are to be arranged both inside the Church's fellowship hall, as well as outside the building. Approximately 30-50 vendors participate per market.

Acoustic music may be played in the Friedt Park Annex on event days. Only acoustic style music is permitted in this space. Sound from any performances will adhere to Section 13-6 of the Town's Code pertaining to sound ordinance.

Food may be served during the event. Food will be served from the Church's kitchen and/or grill. Only Town operated businesses are permitted to participate as food vendors if the Church is not directly handling the food service. No food trucks will be permitted unless they belong to

a Town operated establishment.

The Applicant is requesting permission to display up to ten (10) yard signs promoting the event on the day of the event. Two of these yard signs will be set on Commercial Boulevard. The other signs would be placed along A1A and along Bougainvillea.

No parking concessions have been requested so parking will adhere to normal Town operations. The event is permitted to park cars in the right of way on Bougainvillea and Poinciana.

In addition to approval of the Event, the Applicant is also requesting:

1. Waiver of the \$15 per event day fee. This Event falls under Chapter 17.3.2.3 "Special Event Fee for West Commercial Business District." Historically, the Commission has waived this fee.
2. Use of the Friedt Park Annex just North of the Church building to be used as a gathering place for guests as well as the site for acoustic music. Historically, the Commission has approved this request.

Recommendation: Town Staff recommends approval of the Special Event Application with the terms outlined in the Event Permit and as outlined below **(Exhibit 2)**.

1. Waiver of the \$15 per event day fee
2. Approval for the Community Church to use the Friedt Park annex space.
3. Approval for the Community Church to place up to four (4) yard signs on Town property on the day of the events. The applicant was requesting 10 signs.

Exhibits:

1. Special Event Application Flea Markets 2024-2025 Season
2. LBTS Event Permit Flea Markets 2024-2025

EXHIBIT 1

Rec. 09-16-24



SPECIAL EVENT APPLICATION

We are thrilled you are interested in hosting your event with the
Town of Lauderdale-By-The-Sea!

This application is for:

- Groups of 25 guests or more
- Any event being advertised to the general public

Special Event Applications are due at least **60 days** prior to your anticipated event date. A late fee will apply if submitted within the 60-day window.

Special Event Applications must go before the Commission for final approval. You will be notified when your application has been approved by staff and has been assigned to a commission meeting agenda. While not mandatory, attendance at your designated meeting is recommended.

This application can be found on our website at www.lbts-fl.gov/town/docs.htm. We ask that you please complete the application and return to events@lbts-fl.gov.

An application is considered complete when:

- All applicable sections of the application are completed.
- Detailed site map is included.
- Application fee of \$100 has been paid.

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

Please keep in mind – Turtle Nesting Season runs March 1st through October 31st. If any activities are to take place on the sand, the Event organizers shall ensure a minimum buffer of 10 feet is kept clear around any marked turtle nests, or any areas that appear to be a new nest. All activity is to stay away from active nests. No holes are to be dug in the sand west of the high tide line.

For any questions, please reach out to the Events & Marketing Manager.

We look forward to assisting you!

Katie Anderson
Events & Marketing Manager
katiea@lbts-fl.gov • 954-640-4209



SPECIAL EVENT APPLICATION

EVENT DETAILS

Name of Event: Community Church Flea Market

New Event: Returning Event: Yes

Day(s) + Date(s) of Event: First Saturday of the month starting on Oct 5, 2024 until May 3, 2025

Proposed Location of Event: Community Church and grounds

How many total people do you anticipate onsite at any peak time?

Participants: 30-50 Vendors Spectators: Walk in Volunteers: 10-15

ACTIVITY	DAY	TIME
Start of Setup:	Saturday	7am
Start Time of Event:		8am
EVENT	Saturday	8am to 2pm
End Time of Event:	Saturday	2pm
Cleanup Completed By:	Saturday	4pm

HOST OR SPONSORING ORGANIZATION

Name: Debbie O'Connor (Community Church Mission Committee)

Address: 4433 Bougainvilla Drive, LBTS, FL 33308

Is applicant a non-profit organization (501 (c) (3)? X YES NO

PERSON SUBMITTING APPLICATION ("Responsible Party")

Name: Debbie O'Connor

Address: 4433 Bougainvilla Drive LBTS, FL 33308

Phone: 954-829-1602 **Email:** communitychurchfleamarket@gmail.com

ON-SITE EVENT REPRESENTATIVE

☒ **Same as above**

Name: Debbie O'Connor

Address: 4433 Bougainvilla Drive LBTS, FL 33308

Phone: 954-829-1602 **Email:** communitychurchfleamarket@gmail.com

REQUEST FOR TOWN INVOLVEMENT

Are you requesting Town be involved with this event in any way?

YES

☒ **NO**

If yes, please describe: _____

SOUND SYSTEMS

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

Do you plan to use amplified sound?

☐ **Proposed amplified sound / speaker system**

☒ **Proposed live music** (Acoustic music will be played in Friedt Park)

☒ **Planned recorded music**

☐ **Do you require electrical connections for any of the above?**

If yes, which? _____

TENTS, CANOPIES, STAGES, BLEACHERS

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

A canopy is a tent without sides.

All tents or canopies larger than 120 sq. feet, multiple canopies without separation, and stages require a building permit. The use of tents or larger canopies requires approval of the Fire Marshal and are required to have building permits obtained via the LBTS building department prior to the event.

Manufacturer's labels are required to be attached to tents and canopies.

Rental agencies shall provide documentation of the flame spread labeling of 25 or less submitted with the application.

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

Indicate if any of the following will be assembled at the event and include locations on your site map. Please list sizes and numbers of each:

Tents: _____

Canopies: only if brought by outside vendor

Stages: _____

Bleachers: _____

Size & Load Max: _____

UTILITIES

All utilities requirements shall be approved by the Director of Development Services and the Fire Marshal prior to application submission to the Town Commission. Depending on location of the event, electric and/or water may be available from the Town for a fee.

All electrical requests shall meet the requirements of the Florida Building Code with final approval from the Town's Building Official at least 30 days prior to the event.

Will any electrical equipment be installed in conjunction with the Special Event (i.e. lighting, outlets for cooking, etc.)?

_____ YES X NO

If the event requires the following on public property, list what equipment is to be installed and locations (include voltage, amperage, and phases of wiring) as well as vendor name providing the equipment.

_____ Electrical Power: _____

_____ Water: _____

X Gas, Propane, BBQ Grills, Generators: Outside of fellowship hall
will be one propane grill

_____ Fuel Storage: _____

SIGNAGE

All signage should be included in the application. Information about signage shall include location, colors, size, and number of signs. Indicate signs to be placed in any right of way that directs traffic to the event. Signage is subject to approval and shall not be installed without permission.

Are you requesting permission to erect signage for this event?

☒ YES ☐ NO

If yes, please describe: About ten signs, two on Commercial Blvd. The remainder on A1A and Bougainvillea. Standard yard sale signage 32" x 24"

RESTROOMS

Permit holder is required to obtain written approval from Town establishment if said establishment is allowing participants to use their restroom facilities.

Number of additional Town restrooms being provided: Church restrooms in fellowship hall

(Please include on site plan)

TRAFFIC CONTROL / STREET CLOSURES

Street closures may be required at the Permit Holder's expense.

Are you requesting that any public streets be closed for the event?

☐ YES ☒ NO

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

Are you requesting the reservation of any Town parking spaces for the event?

☐ YES ☒ NO

If yes, please indicate which and how many spaces are being requested:

All parking fees are to be paid at least 30 days prior to the event.

VEHICLES

Are you requesting permission to drive or park on Town grounds?

____ YES X NO

If yes, please indicate the type(s) of vehicles, locations, and times that are being requested:

Permit Holder shall be responsible for any damage to Town property.

OFF DUTY POLICE / CODE COMPLIANCE OFFICERS

Off duty police are required, at the Permit Holder's expense, for street closures, events with alcohol or large crowds, as determined by the Broward Sheriff's Office. Large events may require a Code Compliance officer to ensure compliance with Town's codes.

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

____ YES X NO

Do you anticipate needing code compliance officers for your event?

____ YES X NO

ALCOHOL

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

Are you planning on selling alcoholic beverages at the event?

Please note beverage stations on site map.

____ YES X NO

If yes, has a liquor permit been obtained by the State of Florida?

____ YES X NO

Contact information for all license holders who will be providing alcohol:

FEES

Are there any fees or donations that will be collected on site from participants or spectators?

☒ YES ☐ NO

If yes, please describe: Funds raised by space rentals, food and drink sales

CONCESSIONS

Are you planning to have any kind of concessions? ☒ YES ☐ NO

If yes, has the Florida Health Department approved the food vending site plans?

☐ YES ☐ NO

Is the food provided by a nonprofit organization? ☒ YES ☐ NO

Is the food: ☐ Free of charge? ☒ For sale?

Do all food vendors have a temporary food service permit? ☐ YES ☐ NO

Please list the type(s) of food that will be served: Hamburgers, hotdogs, chips,
sodas

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

☐ Charcoal Grills

☐ Fryers

☐ Open Fires

☒ Propane Grills

☐ Smokers

☐ Hoods

☐ Concession Trailers

☐ Warmers

☐ LP Tanks

☐ Sterno

☐ Refrigerators

☐ Other: _____

SALE OF MERCHANDISE

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

☐ YES ☒ NO

If yes, please describe: _____

ANIMALS

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

Are animals included in your event? ☐ YES ☒ NO

If yes, please describe: _____

FIREWORKS

Fireworks require a separate approval process and application.

Are you requesting approval to discharge fireworks at the event?

☐ YES ☒ NO

RIDES

Rides or other amusement may require a State of Florida inspection. Copies of contracts with any providers of rides, mechanical devices, and amusements shall be submitted to the Town at least 30 days prior to the event.

Are rides included in your event? ☐ YES ☒ NO
(i.e. mechanical, electrical, inflatable, bounce houses, slides, etc.)

If yes, please describe: _____

VENDORS

A list of all vendors with the company name is required for initial approval and a final list is required at least 30 days prior to event and subject to approval (please add on a separate page).

FIRE WATCH / EMS ONSITE

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

I understand that Fire Watch or EMS Services may be required at the Event's expense

Initial: DC

NO BALLOONS RELEASED

When balloons are released over the ocean, they become a major source of pollution and significantly increase the mortality rate among sea turtles, birds, and other marine life. To help reduce the threats caused by balloons, I agree that there will be no balloons at this event and that I have been informed that the release of balloons is illegal under Florida Statute 379.233. Failure to abide by this requirement will result in the cancellation of the current event and denial of future special event permits.

I agree no balloons will be released.

Initial: DE

INSURANCE

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

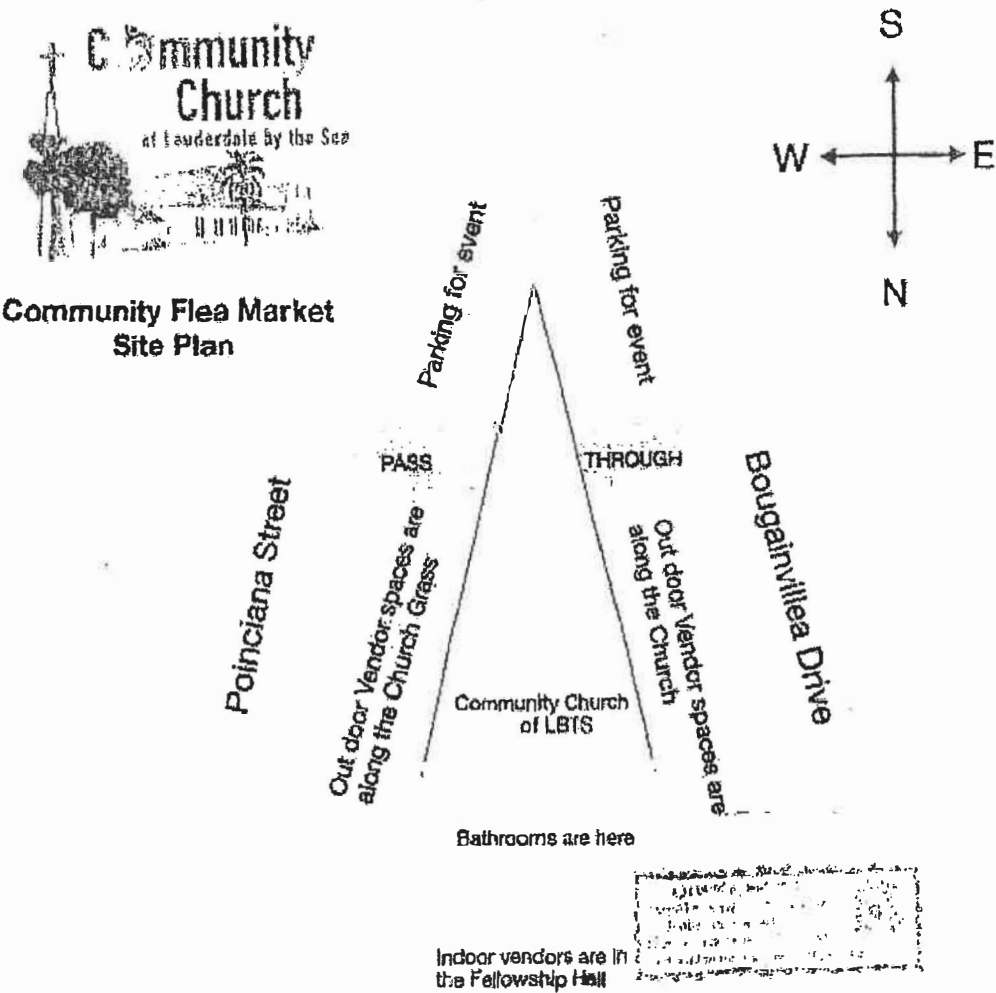
For events not serving alcohol and without fireworks, the Applicants shall provide a Certificate of Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty days'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

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

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

DETAILED SITE PLAN

A detailed map of the event site identifying locations of each of the items mentioned in the above application must be drawn or attached here with your application submission.



PERMISSION OF THE PROPERTY OWNER

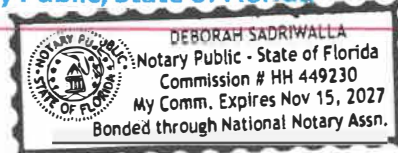
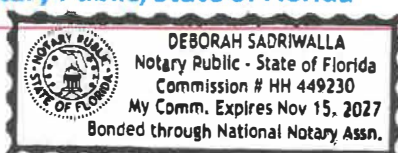
Applicant's and Property Owners Certification

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

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

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

Applicant	Property Owner
I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.	I give the applicant permission to use my/our property for the proposed special event and I understand the Town's requirements to hold a special event and the information given by the applicant is complete to the best of my knowledge.
Applicant's Signature (required):  Date: <u>9/15/24</u>	Property Owner's Signature (required):  Date: <u>9/16/24</u>
Applicant (Print information below) Name: Debbie O'Connor Title: Mission Committee Chairperson Organization: Community Church Mission Co Telephone: 954-829-1602 Email: communitychurchfleamarket@gmail.com	Property Owner (Print information below) Name: Barbara Lane/Elder Title: Session Elder Organization: Community Church LBTS Telephone: 954-776-5530 Email: welcomecommunity@comcast.net
STATE OF FLORIDA: COUNTY OF BROWARD: SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by <u>Debbie O'Connor</u> who is personally known to me / provided <u>as identification and who</u> <u>did</u> / did not take an oath. My Commission Expires: <u>11/2027</u>  Notary Public, State of Florida	STATE OF FLORIDA: COUNTY OF BROWARD: SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by <u>Barbara Lane</u> who is personally known to me / provided <u>as identification and who</u> <u>did</u> / did not take an oath. My Commission Expires: <u>11/2027</u>  Notary Public, State of Florida



APPLICANT'S CERTIFICATION

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

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

I understand the Town's requirements for park use and the information provided in this application is complete to the best of my knowledge.



Applicant's Signature

9/15/24

Date

Deborah E. Olanow

Applicant's Printed Name

728-777-2926

Telephone



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8012674052C-6	07/31/2024	07/31/2029	RELIGIOUS-PHYSICAL PLACE
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

THE COMMUNITY CHURCH OF LAUDERDALE
BY THE SEA INC
4433 BOUGAINVILLE DR
LAUDERDALE BY THE SEA FL 33308-3612

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



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2024

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			IJA401821	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A					PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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

CERTIFICATE HOLDER**CANCELLATION**

Additional Insured:
Town of Lauderdale by the Sea
1 Commercial Blvd
Lauderdale by the Sea
33308 FL

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ray Wiggins

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

PERMIT HOLDER INFORMATION

NAME / ORGANIZATION:	Community Church of Lauderdale-By-The-Sea	REPRESENTATIVE:	Debbie O' Connor
STREET ADDRESS:	4439 Bougainvilla Drive	CITY, STATE, ZIP:	Lauderdale-By-The-Sea, FL 33308
PHONE NUMBER (S):	(954) 829-1602	EMAIL:	communitychurchfleamarket@gmail.com

DATE AND LOCATION OF EVENT

TYPE OF EVENT:	Monthly Flea Market	DATE(S) OF EVENT:	1 st Saturday of month (see description)
HOUR(S) OF EVENT:	8:00 AM – 2:00 PM	ADDRESS / LOCATION OF EVENT:	Church Grounds & Friedt Park Annex

DESCRIPTION OF EVENT:

Flea Market around the perimeter of the church grounds. Tables will be arranged outside and in the Church's fellowship hall. Acoustic music may be played in Friedt Park just North of the Church. Food will be served from the Church's kitchen, or by an approved Town-operated business.

COMMUNITY CHURCH FLEA MARKETS 2024 SATURDAYS: NOVEMBER 2, DECEMBER 7 2025 SATURDAYS: JANUARY 4, FEBRUARY 1, MARCH 1, APRIL 5, MAY 3, JUNE 7, JULY 5	
Start of Set Up:	7:00 AM
Event Begins:	8:00 AM
Event Ends:	2:00 PM
Clean Up Completed:	4:00 PM

SPECIAL CONDITIONS

The EVENT was approved by Town Commission on October 8, 2024 with the following conditions:

1. All applicable fees pertaining to this event have been waived – \$15 per event day for a recurring event within a 12-month period; applies to applications submitted by a West Commercial Business District establishment.



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

2. Road Closures, Lane Closures, and Parking Spaces:
 - a. Parking will operate according to normal parking regulations.
 - b. The Event is allowed to park cars in the right of way on Bougainvillea and Poinciana.
3. Setup:
 - a. Tables, chairs, stage, equipment, etc. shall not interfere with pedestrian walkways, ingress or egress.
 - b. Sidewalks next to the Event site and within the Event shall remain open and clear for pedestrian traffic.
 - c. The Event shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered to not pose a hazard to the public or event staff.
 - d. Setup will start no earlier than 7:00 a.m. and the area will be cleaned no later than 4:00 p.m.
4. Broward Sherriff Office (BSO):
 - a. BSO shall specify the number of detail officers needed for traffic and crowd control. The Permit Holder shall contract with BSO directly for the necessary BSO personnel within ten (10) days of receiving event approval.
 - b. BSO shall approve the Event's traffic plan, if one is required.
5. Signage
 - a. No more than ten (10) yard signs may be placed promoting the Event. Signs are permitted on Commercial Boulevard, and A1A and Bougainvillea.
6. The Event and its approved sound systems will be operated so as not to violate the Town's code, including section 13-6, Noise Limitation. All noise from the Event will end promptly at 2:00 p.m.
 - a. Only acoustic style music is permitted in the Friedt Park Annex.
7. A clean up deposit may be imposed, based on the final Site Plan, and due two weeks prior to the Event. Clean up fee starting at \$150 will be charged if the area is not cleaned to the Town's standards by 4:00 p.m. the day of the Event.
8. Food will be served from the Church's kitchen and/or grill. Event shall provide one 4A/10BC fire extinguisher next to the church's grill when in operation. Any food served other than that from the Church's kitchen and grill must be provided by a Town-operated business. Food trucks not operated by a Town business are not permitted.
9. Per Ordinance 2022-09, there is no smoking in Town parks. Therefore, no smoking in the Friedt Park Annex is permitted.
10. The Event will direct attendees to the Church restrooms, or public restrooms in Friedt Park.



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

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



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

17. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for the Event shall expire unless the Town Manager finds there are extenuating circumstances that the Event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the Event, without increasing the administration costs of the Town.
18. The Event shall owe no monies to the Town at the time of the event or have any code citations or violations. There shall be no code violations or monies due such as fines, fees, taxes or other charges, permits or licenses outstanding or owed to the Town by the current or past property owners or operators of the Event unless all monies due are paid, permits/paperwork received, and code issues resolved 14 days prior to the Event.
19. The Town Manager may suspend permission for this event or require changes in the site plan due to conflicting activities, failure of the Event to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.
20. The Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special events if deemed necessary by the Town or upon the EVENT proposing a valid reason.
21. Permission for the Event may be suspended or modified by the Commission, Town Manager, or designated Staff.
22. The Town Manager or onsite Town representative may terminate the Event or Event's participation due to the Event not complying with the terms and conditions of the Town's event permit, for health or other safety reasons.
23. If any Condition is not met by the EVENT, the Town may charge a \$500 fee for each occurrence of a violation of these Conditions.



All documents submitted.

PERMIT HOLDER: I agree to comply with all conditions of this permit	
SIGNATURE OF PERMIT HOLDER:	DATE:
DEBBIE O' CONNOR PRINTED NAME	

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

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



Agenda Item No: 11.f.

Town Commission Agenda Item Report

Meeting Date: October 8, 2024

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

Submitting Department: Administration

Item Type: Presentations

Agenda Section: CONSENT AGENDA

Subject Title: Special Event Application: Gentle Yoga 2024

Explanation: Tarvehale ("Paz") Saunders (the "Applicant") with Mind's Eye Day Spa, a Lauderdale-By-The-Sea business in the West Business Plazas, has submitted a Special Event Application (**Exhibit 1**) to host a series of Gentle Yoga sessions from October 2024-December 2024.

The Applicant is requesting to host one-hour yoga classes in El Prado Park. Sunset yoga will take place on Mondays, while sunrise yoga sessions will be held Tuesday and Thursday mornings. The Applicant estimates up to 40 guests will attend the yoga sessions.

GENTLE YOGA	
MONDAYS (OCTOBER - DECEMBER) October: 7th, 14th, 21st, 28th November: 4th, 11th, 18th, 25th December: 2nd, 9th, 16th, 23rd, 30th	
Start of Event:	7:00 PM
End Time of Event:	8:00 PM
TUESDAYS (OCTOBER - DECEMBER) October: 15th, 22nd, 29th November: 5th, 12th, 19th, 26th December: 3rd, 10th, 17th, 24th, 31st	
Start of Event:	7:00AM
End Time of Event:	8:00AM
THURSDAYS (OCTOBER - DECEMBER)	

October: 10th, 17th, 24th, 31st November: 7th, 14th, 21st, 28th December: 5th, 12th, 19th, 26th	
Start of Event:	7:00AM
End Time of Event:	8:00AM

While attendees are encouraged to bring their own, yoga mats (\$15) and bottled water (\$2) will be available for purchase at the session.

The Applicant is requesting permission to place up to six (6) yard signs in and around the park during the time of the events (Mondays, 6:30pm-8:30pm) (Tuesday / Thursday, 6:30pm-8:30pm) to designate the event area.

The Yoga By The Sea program run by the Applicant has been extremely well received over the past several seasons. These sessions average about 20 attendees. Yoga By The Sea runs January through April so this request does not conflict with our event.

No parking concessions have been requested so parking will operate according to normal standards for attendees.

This application was submitted July 26, 2024, so the fee structure outlined in Resolution 2017-41 (**Exhibit 2**) will be honored. For recurring events within a 6-month period, the application fee is \$500. The Applicant has paid this fee.

Recommendation: Staff recommends approval of the Special Event Application with the terms outlined the Event Permit (**Exhibit 3**).

Exhibits:

1. Special Event Appliation Gentle Yoga 2024
2. Resolution 2017-41
3. LBTS Special Event Permit Gentle Yoga 2024

EXHIBIT 1



SPECIAL EVENT APPLICATION

We are thrilled you are interested in hosting your event with the
Town of Lauderdale-By-The-Sea!

This application is for:

- Groups of 25 guests or more
- Any event being advertised to the general public

Special Event Applications are due at least **60 days** prior to your anticipated event date. A late fee will apply if submitted within the 60-day window.

Special Event Applications must go before the Commission for final approval. You will be notified when your application has been approved by staff and has been assigned to a commission meeting agenda. While not mandatory, attendance at your designated meeting is recommended.

This application can be found on our website at www.lbts-fl.gov/town/docs.htm. We ask that you please complete the application and return to events@lbts-fl.gov.

An application is considered complete when:

- All applicable sections of the application are completed.
- Detailed site map is included.
- Application fee of \$100 has been paid.

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

Please keep in mind – Turtle Nesting Season runs March 1st through October 31st. If any activities are to take place on the sand, the Event organizers shall ensure a minimum buffer of 10 feet is kept clear around any marked turtle nests, or any areas that appear to be a new nest. All activity is to stay away from active nests. No holes are to be dug in the sand west of the high tide line.

For any questions, please reach out to the Events & Marketing Manager.

We look forward to assisting you!

Katie Anderson
Events & Marketing Manager
katiea@lbts-fl.gov • 954-640-4209



SPECIAL EVENT APPLICATION

EVENT DETAILS

Name of Event: Gentle Yoga (Sunrise & Sunset)

New Event: **Returning Event:** Yes

Day(s) + Date(s) of Event: October-December : Tuesdays and Thursdays 7 am, Mondays 7pm
& Mondays 7pm

Proposed Location of Event: El Prado Park

How many total people do you anticipate onsite at any peak time?

Participants: 40 **Spectators:** 10 **Volunteers:** 0

ACTIVITY	DAY	TIME
Start of Setup:	Tuesday and Thursdays, Mondays	6:30 am , 6:30 pm respectively
Start Time of Event:	Tuesday and Thursdays, Mondays	7 am, 7pm respectively
EVENT	Tuesday and Thursdays, Mondays	7-8 am, 7-8 pm respectively
End Time of Event:	Tuesday and Thursdays, Mondays	8 am, 8 pm respectively
Cleanup Completed By:	Tuesday and Thursdays, Mondays	8:30 am, 8:30 pm respectively

HOST OR SPONSORING ORGANIZATION

Name: Mind's Eye Day Spa Inc.

Address: 242A Commercial Blvd, Lauderdale-by-the-Sea FL 33308

Is applicant a non-profit organization (501 (c) (3)? YES x NO

PERSON SUBMITTING APPLICATION ("Responsible Party")

Name: Tarvehale 'Paz' Saunders

Address: 242 A Commercial Blvd, Lauderdale-by-the-Sea FL 33308

Phone: 954-652-1852 **Email:** Mindseyedayspa@gmail.com

ON-SITE EVENT REPRESENTATIVE

☒ **Same as above**

Name: _____

Address: _____

Phone: _____ **Email:** _____

REQUEST FOR TOWN INVOLVEMENT

Are you requesting Town be involved with this event in any way?

_____ **YES** ☒ **NO**

If yes, please describe: _____

SOUND SYSTEMS

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

Do you plan to use amplified sound?

☒ **Proposed amplified sound / speaker system**

☐ **Proposed live music**

☐ **Planned recorded music**

☐ **Do you require electrical connections for any of the above?**

If yes, which? SHIDU Portable Mini Voice Amplifier

TENTS, CANOPIES, STAGES, BLEACHERS

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

A canopy is a tent without sides.

All tents or canopies larger than 120 sq. feet, multiple canopies without separation, and stages require a building permit. The use of tents or larger canopies requires approval of the Fire Marshal and are required to have building permits obtained via the LBTS building department prior to the event.

Manufacturer's labels are required to be attached to tents and canopies.

Rental agencies shall provide documentation of the flame spread labeling of 25 or less submitted with the application.

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

Indicate if any of the following will be assembled at the event and include locations on your site map. Please list sizes and numbers of each:

Tents: 0

Canopies: 0

Stages: 0

Bleachers: 0

Size & Load Max: _____

UTILITIES

All utilities requirements shall be approved by the Director of Development Services and the Fire Marshal prior to application submission to the Town Commission. Depending on location of the event, electric and/or water may be available from the Town for a fee.

All electrical requests shall meet the requirements of the Florida Building Code with final approval from the Town's Building Official at least 30 days prior to the event.

Will any electrical equipment be installed in conjunction with the Special Event (i.e. lighting, outlets for cooking, etc.)?

 YES x NO

If the event requires the following on public property, list what equipment is to be installed and locations (include voltage, amperage, and phases of wiring) as well as vendor name providing the equipment.

 Electrical Power: _____

 Water: _____

 Gas, Propane, BBQ Grills, Generators: _____

 Fuel Storage: _____

SIGNAGE

All signage should be included in the application. Information about signage shall include location, colors, size, and number of signs. Indicate signs to be placed in any right of way that directs traffic to the event. Signage is subject to approval and shall not be installed without permission.

Are you requesting permission to erect signage for this event?

Yes YES NO

If yes, please describe: Yard Sign with Metal Stake (6)

RESTROOMS

Permit holder is required to obtain written approval from Town establishment if said establishment is allowing participants to use their restroom facilities.

Number of additional Town restrooms being provided:

(Please include on site plan)

TRAFFIC CONTROL / STREET CLOSURES

Street closures may be required at the Permit Holder's expense.

Are you requesting that any public streets be closed for the event?

 YES x NO

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

Are you requesting the reservation of any Town parking spaces for the event?

 YES x NO

If yes, please indicate which and how many spaces are being requested:

All parking fees are to be paid at least 30 days prior to the event.

VEHICLES

Are you requesting permission to drive or park on Town grounds?

☒ YES ☐ NO

If yes, please indicate the type(s) of vehicles, locations, and times that are being requested:

Vehicle: Black Mercedes Benz (EURV84 license plate) **Location:** El Prado Parking Lot

Time: Tuesday & Thursday 6:30am- 8:30am & Monday 6:30pm - 8:30pm

Permit Holder shall be responsible for any damage to Town property.

OFF DUTY POLICE / CODE COMPLIANCE OFFICERS

Off duty police are required, at the Permit Holder's expense, for street closures, events with alcohol or large crowds, as determined by the Broward Sheriff's Office. Large events may require a Code Compliance officer to ensure compliance with Town's codes.

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

☐ YES ☒ NO

Do you anticipate needing code compliance officers for your event?

☐ YES ☒ NO

ALCOHOL

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

Are you planning on selling alcoholic beverages at the event?

Please note beverage stations on site map.

☐ YES ☒ NO

If yes, has a liquor permit been obtained by the State of Florida?

☐ YES ☐ NO

Contact information for all license holders who will be providing alcohol:

FEES

Are there any fees or donations that will be collected on site from participants or spectators?

☒ YES ☐ NO

If yes, please describe: \$15 dollars charge

CONCESSIONS

Are you planning to have any kind of concessions? ☐ YES ☒ NO

If yes, has the Florida Health Department approved the food vending site plans?

☐ YES ☐ NO

Is the food provided by a nonprofit organization? ☐ YES ☐ NO

Is the food: ☐ Free of charge? ☐ For sale?

Do all food vendors have a temporary food service permit? ☐ YES ☐ NO

Please list the type(s) of food that will be served: _____

Are you requesting any of the following types of cookies equipment to be used on site?

- | | | |
|--|--|---------------------------------------|
| ☐ Charcoal Grills | ☐ Fryers | ☐ Open Fires |
| ☐ Propane Grills | ☐ Smokers | ☐ Hoods |
| ☐ Concession Trailers | ☐ Warmers | ☐ LP Tanks |
| ☐ Sterno | ☐ Refrigerators | ☐ Other: _____ |

SALE OF MERCHANDISE

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

☒ YES ☐ NO

If yes, please describe: Yoga Mats (\$15.00) bottled water (\$2.00)

ANIMALS

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

Are animals included in your event? ☐ YES ☒ NO

If yes, please describe: _____

FIREWORKS

Fireworks require a separate approval process and application.

Are you requesting approval to discharge fireworks at the event?

☐ YES ☒ NO

RIDES

Rides or other amusement may require a State of Florida inspection. Copies of contracts with any providers of rides, mechanical devices, and amusements shall be submitted to the Town at least 30 days prior to the event.

Are rides included in your event? ☐ YES ☒ NO
(i.e. mechanical, electrical, inflatable, bounce houses, slides, etc.)

If yes, please describe: _____

VENDORS

A list of all vendors with the company name is required for initial approval and a final list is required at least 30 days prior to event and subject to approval (please add on a separate page).

FIRE WATCH / EMS ONSITE

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

I understand that Fire Watch or EMS Services may be required at the Event's expense

Initial: T.E.S.

NO BALLOONS RELEASED

When balloons are released over the ocean, they become a major source of pollution and significantly increase the mortality rate among sea turtles, birds, and other marine life. To help reduce the threats caused by balloons, I agree that there will be no balloons at this event and that I have been informed that the release of balloons is illegal under Florida Statute 379.233. Failure to abide by this requirement will result in the cancellation of the current event and denial of future special event permits.

I agree no balloons will be released.

Initial: T.E.S.

INSURANCE

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

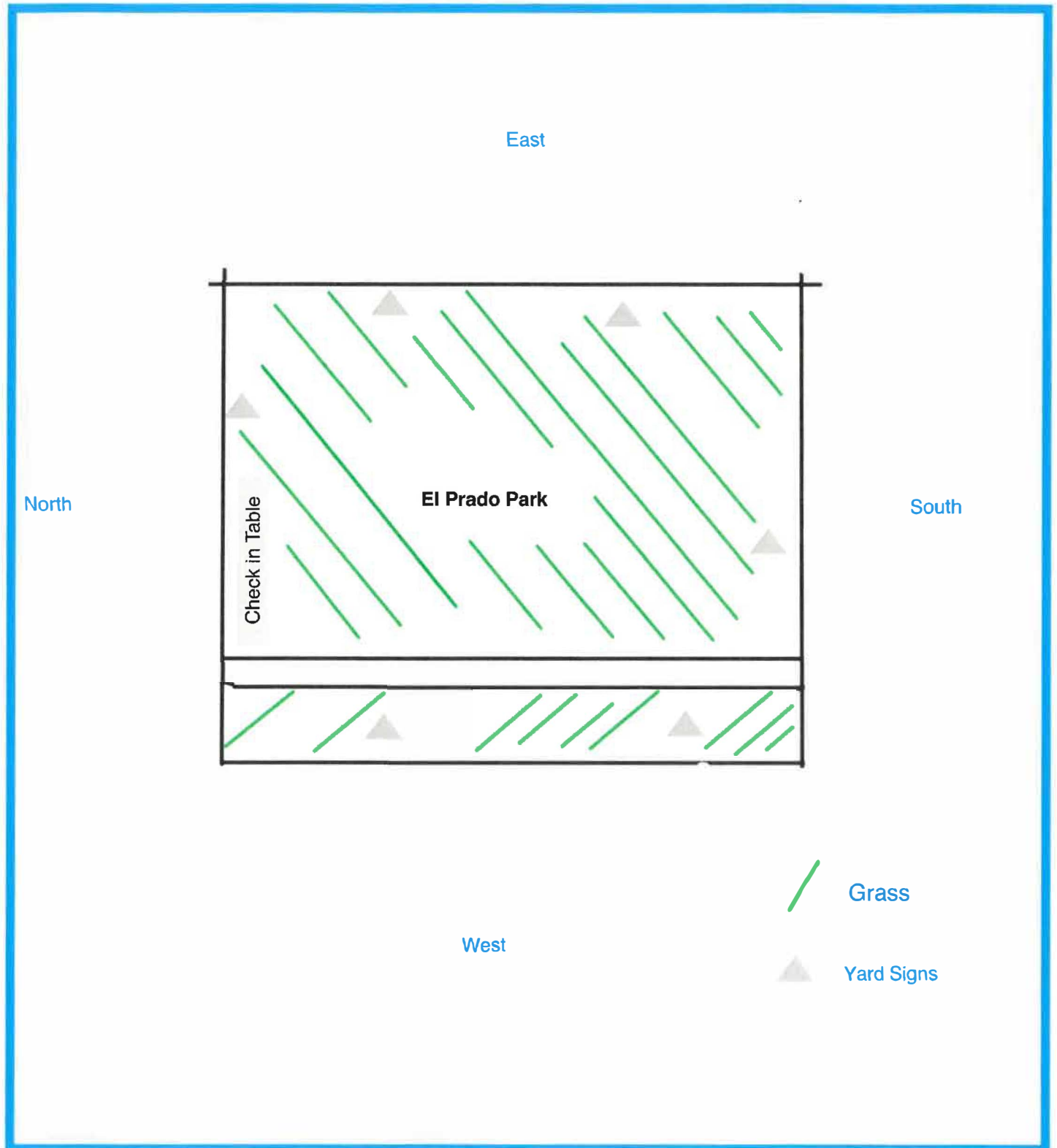
For events not serving alcohol and without fireworks, the Applicants shall provide a Certificate of Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty days'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

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

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

DETAILED SITE PLAN

A detailed map of the event site identifying locations of each of the items mentioned in the above application must be drawn or attached here with your application submission.



PERMISSION OF THE PROPERTY OWNER

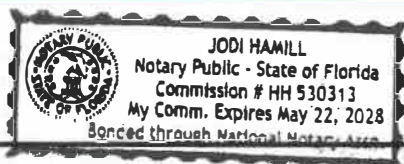
Applicant's and Property Owners Certification

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

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

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

Applicant	Property Owner
I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.	I give the applicant permission to use my/our property for the proposed special event and I understand the Town's requirements to hold a special event and the information given by the applicant is complete to the best of my knowledge.
Applicant's Signature (required): 	Property Owner's Signature (required): _____
Date: <u>July 26th, 2024</u>	Date: _____
Applicant (Print information below)	Property Owner (Print information below)
Name: <u>Tarvehale Saunders</u>	Name: _____
Title: <u>Owner</u>	Title: _____
Organization: <u>Mind's Eye Day Spa, Inc.</u>	Organization: _____
Telephone: <u>954-652-1852</u>	Telephone: _____
Email: <u>Mindseyedayspa@gmail.com</u>	Email: _____
STATE OF FLORIDA:	STATE OF FLORIDA:
COUNTY OF BROWARD:	COUNTY OF BROWARD:
SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by <u>Tarvehale Saunders</u> who is personally known to me / provided <u>driver's license</u> as identification and who did / did not take an oath.	SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by _____ who is personally known to me / provided _____ as identification and who did / did not take an oath.
My Commission Expires: <u>5/22/28</u>	My Commission Expires: _____
 Notary Public, State of Florida	Notary Public, State of Florida



APPLICANT'S CERTIFICATION

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

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

I understand the Town's requirements for park use and the information provided in this application is complete to the best of my knowledge.



Applicant's Signature

July 26th, 2024

Date

Tarvehale "Paz" Saunders

Applicant's Printed Name

954-652-1852

Telephone



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/27/2024

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

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

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com
INSURED Mind's Eye Day Spa 242 Commercial Blvd Ste B & C Lauderdale by the Sea, FL 33308	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10200

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	P100.311.400.8	06/05/2024	06/05/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
	MED EXP (Any one person) \$ 5,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
	☒ POLICY ☐ PRO-JECT ☐ LOC					GENERAL AGGREGATE \$ 2,000,000
	☐ OTHER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ OTHER:					\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB ☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$
	☐ DED ☐ RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTH-ER ☐
						E.I. EACH ACCIDENT \$
						E.I. DISEASE - EA EMPLOYEE \$
						E.I. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDERLauderdale-by-the-Sea
4501 North Ocean Drive
Lauderdale-by-the-Sea, Florida 33308**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RESOLUTION 2017-41

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Event, Park Use, and Street Performing Fee Schedule

The following is applicable to all event and park use permits:

1. All applicants must abide by the conditions set forth in their permit, including but not limited to fees, deposits, insurance requirements, solid waste plan, and police, fire or EMS detail.
2. All fees, including any monies owed the Town must be paid before the event or park permit is issued.
3. All estimated fees or costs from Town or BSO shall be paid at least two weeks prior to the event date. Any additional costs incurred will be deducted from the event deposit or is due when invoiced.
4. Depending on the nature and size of the event, a deposit may be required as determined by the Town Manager.

Type of Activity, Permit or License	Fee
-------------------------------------	-----

1. Chapter 14.3 – Parks

A Park Permit is required for groups of 25 people plus or when a specific area is reserved.

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

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

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

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

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4. Chapter 17 - Jarvis Hall

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

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

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

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

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

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

Potential use on holidays.

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

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

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

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

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

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

Plaza Use Fees

Are in addition to the Event Application Fees listed above.

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

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

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

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

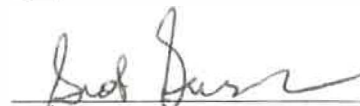
5.3	LBTS businesses (limited to 4 rentals per year per business)	\$850 per day per plaza
5.4	LBTS-based charity or non-profit organization (limited to 2 rentals per year per organization)	\$215 per day per plaza
5.5	Out-of-Town 501C Registered Non-Profit or Tax Exempt Organization (limited to 1 rental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

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

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

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

PASSED AND ADOPTED this 24th day of October 2017.


Mayor Scot Sasser

89 Attest:

APPROVED AS TO FORM:

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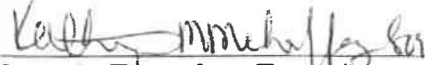
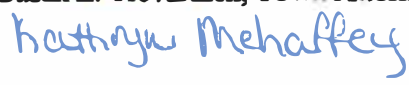
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Town Clerk, Tedra Allen

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95 (CORPORATE SEAL)


~~Susan L. Trevarthen~~, Town Attorney




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

PERMIT HOLDER INFORMATION

NAME / ORGANIZATION:	Minds Eye Day Spa	REPRESENTATIVE:	Tarvehale "Paz" Saunders
STREET ADDRESS:	242 A Commercial Blvd.	CITY, STATE, ZIP:	Lauderdale-By-The-Sea, FL 33308
PHONE NUMBER (S):	954-652-1852	EMAIL:	mindseyedayspa@gmail.com

DATE AND LOCATION OF EVENT

TYPE OF EVENT:	Gentle Yoga	DATE(S) OF EVENT:	See description below
HOUR(S) OF EVENT:	See description below	ADDRESS / LOCATION OF EVENT:	El Prado Park

DESCRIPTION OF EVENT:

Yoga Sessions

GENTLE YOGA	
MONDAYS (OCTOBER – DECEMBER)	
October: 7 th , 14 th , 21 st , 28 th	
November: 4 th , 11 th , 18 th , 25 th	
December: 2 nd , 9 th , 16 th , 23 rd , 30 th	
Start of Event:	7:00 PM
End of Event:	8:00 PM
TUESDAYS (OCTOBER -DECEMBER)	
October: 10 th , 17 th , 24 th , 31 st	
November: 7 th , 14 th , 21 st , 28 th	
December: 3 rd , 10 th , 17 th , 24 th , 31 st	
Start of Event:	7:00 AM
End of Event:	8:00 AM
THURSDAYS (OCTOBER – DECEMBER)	
October: 10 th , 17 th , 24 th , 31 st	
November: 7 th , 14 th , 21 st , 28 th	
December: 5 th , 12 th , 19 th , 26 th	
Start of Event:	7:00 AM
End of Event:	8:00 AM

SPECIAL CONDITIONS

The EVENT was approved by Town Commission on October 8, 2024 with the following conditions:



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

1. All applicable fees pertaining to this event have been paid– \$500.00.
2. Marine Turtle Protection: If any of the activities take place on the beach sand, the Event organizers shall ensure a minimum buffer of 10 feet is kept clear around any marked sea turtle nests, or any areas that appear to be a new nest. All proposed event activities will stay clear of all active nests. No activities adjacent to a nest that might directly or indirectly disturb the area within the staked circle. No holes are to be dug in the sand west of the high tide line.
3. Road Closures, Lane Closures, and Parking Spaces:
 - a. Parking will operate according to normal parking regulations.
4. Setup:
 - a. Tables, chairs, stage, equipment, etc. shall not interfere with pedestrian walkways, ingress or egress.
 - b. Sidewalks next to the Event site and within the Event shall remain open and clear for pedestrian traffic.
 - c. The Event shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered to not pose a hazard to the public or event staff.
5. Broward Sherriff Office (BSO):
 - a. BSO shall specify the number of detail officers needed for traffic and crowd control. The Permit Holder shall contract with BSO directly for the necessary BSO personnel within ten (10) days of receiving event approval.
 - b. BSO shall approve the Event's traffic plan, if one is required.
6. Signage
 - a. Up to (6) Yard Signs can be set to designate the event site. Signs are to be removed at the conclusion of the event.
7. The Event and its approved sound systems will be operated so as not to violate the Town's code, including section 13-6, Noise Limitation.
8. A clean up deposit may be imposed, based on the final Site Plan, and due two weeks prior to the Event. Clean up fee starting at \$150 will be charged if the area is not cleaned to the Town's standards by 9:00 a.m. the day of the Event.
9. Final Site Plan must be presented to Town Staff for approval at least 48 hours in advance of the Event. The Permit Holder shall arrange for an inspection of the event site to occur two hours before the start of the event. This inspection shall include Town's Event Manager or designee, and the Event's dedicated on-site representative for the purpose of ensuring the event is organized in a safe manner.
10. The cost of any inspections or work required by Town Staff after normal working hours will be billed to the Event and must be paid within two weeks of invoice date.



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

11. Insurance:

- a. At least thirty (30) days prior to the Event, the Permit Holder shall provide a Certificate of Liability written in comprehensive form naming the Town as additional insured in the amount of:
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury; and
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty (30) days written notice for cancellation
- b. No required policy shall have a deductible or self-insurance retention greater than \$15,000
- c. All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance will provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any event, the EVENT will be held responsible for providing the Town notice of any change in insurance coverage. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement will be issued as part of any required policies. Failure to comply with these requirements will justify a denial, suspension or revocation of the requested approval by the Interim Town Manager or designee.

12. In the event that control of any applicable event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Event (the "Subcontractor"), the Subcontractor shall be required to meet the insurance and indemnification requirements of set forth in the Permit and this Approval, under which the EVENT is applying, as if they were the Event and will be held responsible for compliance with the Town Code as if the Subcontractor for the Event.

13. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for the Event shall expire unless the Town Manager finds there are extenuating circumstances that the Event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the Event, without increasing the administration costs of the Town.

14. The Event shall owe no monies to the Town at the time of the event or have any code citations or violations. There shall be no code violations or monies due such as fines, fees, taxes or other charges, permits or licenses outstanding or owed to the Town by the current or past property owners or operators of the Event unless all monies due are paid, permits/paperwork received, and code issues resolved 14 days prior to the Event.

15. The Town Manager may suspend permission for this event or require changes in the site plan due to conflicting activities, failure of the Event to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests



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

of the Town.

16. The Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special events if deemed necessary by the Town or upon the EVENT proposing a valid reason.
17. Permission for the Event may be suspended or modified by the Commission, Town Manager, or designated Staff.
18. The Town Manager or onsite Town representative may terminate the Event or Event's participation due to the Event not complying with the terms and conditions of the Town's event permit, for health or other safety reasons.
19. If any Condition is not met by the EVENT, the Town may charge a \$500 fee for each occurrence of a violation of these Conditions.



All documents received.

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

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

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



Town Commission Agenda Item Report

Meeting Date: October 8, 2024

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Resolution

Agenda Section: OLD BUSINESS

Subject Title: Resolution 2024-44 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING REGULATIONS FOR THE SALE OF ALCOHOL AT BEACHFRONT HOTEL PROPERTIES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Explanation: At the February 13, 2024 Town Commission meeting (**Exhibit 1**), Joe Imbrogno, general manager of Plunge Beach Resort, requested approval to serve food and beverages from their restaurant to patrons using the resort's beach chairs. Plunge Beach Resort has over 100 rooms and is authorized to have an on-site restaurant to provide food and beverage service to its patrons. The hotel's representative requested to provide food and beverage service to its patrons utilizing the hotel's beach chairs during restaurant hours from 12:00 noon to 3:00 p.m. each day. Service would only be provided to hotel patrons using the hotel's beach chairs. In addition, service would only be provided from 12 p.m. to 3 p.m., seven days per week and resort patrons would be identified by wristbands. The attached resolution (**Exhibit 2**) outlines the parameters for the proposed pilot program with the following conditions;

1. The sale of food and beverage, including alcohol, to beachgoers renting a property's beach chairs will be limited to those hotels in the Town of Lauderdale-By-The-Sea with restaurants authorized through Section 30-241(a)(7) of the Town's Code of Ordinances.
2. Food and beverage service will be provided to beachgoers renting a hotel's beach chairs only between the hours of twelve noon (12:00pm) and three in the afternoon (3:00pm) seven days a week, and only when the hotel's restaurant is open for business.
3. Beachgoers will not be permitted to walk up to the hotel properties from the beach and purchase food and/or beverage, including alcohol, for consumption off-premises.
4. The property owner shall provide insurance for the designated service area on the beach in accordance with Section 17-9(3) of the Town's Code of Ordinances.
5. The required alcohol licenses will be provided by the property owner for the area of service consistent with state requirements.
6. A sketch of the service area shall be approved by the Town, which includes the total number of beach chairs and the total square footage of beach area to be utilized. Modifications to the service area must be approved by the Town.

7. A trash management plan must be submitted to the Town for review and approval upon the implementation date of the services.
8. All required safety measures must be taken to protect sea turtles during nesting season from March to October of each year.
9. This approval is temporary in nature and will be evaluated for success one (1) year from the date of implementation. After the trial period ends, the Town Commission will determine if permission to serve food and alcohol on the beach will continue to be permitted or if permission will be revoked.

Recommendation: Staff recommends the Town Commission review the attached resolution **(Exhibit 2)** and approve it with any desired modifications.

Exhibits:

1. 02-13-24 Regular Commission Meeting Minutes
2. Resolution 2024-44 Alcohol Sales at Beachfront Properties

Lauderdale-By-The-Sea
Regular Town Commission Meeting
February 13, 2024

None.

10. APPROVAL OF MINUTES

a. Approval of Minutes for January 9, 2024

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

11. CONSENT AGENDA

None.

12. OLD BUSINESS

None.

13. NEW BUSINESS

a. Special Event Application – Community Church Easter Sunrise Service, March 31, 2024

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

b. Special Event Application – Chamber of Commerce Health Fair, March 16, 2024

It was noted that this event requests a fee waiver. Town Manager Connors recalled that this fee was waived in 2023 and Staff recommends its waiver again in 2024.

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

c. Discussion on Permitting Hotels with Restaurants to Serve Food and Alcohol on the Beach

At this time Mayor Vincent opened public comment.

Lauderdale-By-The-Sea
Regular Town Commission Meeting
February 13, 2024

Joe Imbrogno, general manager of Plunge Beach Resort, stated that this business is seeking approval to serve food and beverages from their restaurant to patrons using the Resort's beach chairs. The Resort has over 100 rooms and is authorized to provide food and beverage service in their lobby restaurant and behind the pool deck. Service would be provided during restaurant hours when beach chairs are rented from 12 noon to 3 p.m.

Mr. Imbrogno noted that Fort Lauderdale has tested a pilot program for this type of service for two years. Those licensed businesses provide food and beverages, including alcohol, to beach patrons. He pointed out that unlike these businesses, which must cross A1A to provide service, Plunge is directly adjacent to the beach. Other municipalities allowing food and beverage service on the beach include Hallandale Beach, Hollywood, and Deerfield Beach. Plunge would exclusively cater to patrons renting its beach chairs and would be responsible for appropriate consumption, use of recyclable items, and daily cleanup.

Mr. Imbrogno recalled that some Commissioners had expressed interest in expanding food and beverage service to include restaurants on the beach which are not attached to hotels. The only two such businesses are Aruba Beach Café and Anglin's Beach Café, which already serve food and beverage on the beach as permitted by their property lines.

With no other individuals wishing to speak on this Item, Mayor Vincent closed public comment.

Mayor Vincent asked if food and beverage service would be considered an off-premise service. It was clarified that this would instead be an extension of service to hotel patrons.

Development Services Director Campbell advised that one major difference between the proposed program and the pilot program in Fort Lauderdale would be that other beachgoers are not permitted to walk up and purchase food. Service would only be provided to hotel patrons using the hotel's beach chairs. The only other property that would be able to take advantage of the proposed program would be the former Holiday Inn site, which is currently a vacant lot.

Service would be provided from 12 p.m. to 3 p.m., seven days per week. Resort patrons would be identified by wristbands.

Lauderdale-By-The-Sea
Regular Town Commission Meeting
February 13, 2024

Commissioner Strauss expressed concern with the possibility of litter on the beach, but noted that he had been assured by hotel management that this would not become an issue.

Commissioner Oldaker observed that there is little information in the backup materials for this Item which can be shared with the community. He also pointed out that the Town strives to be different from the other nearby municipalities which provide this type of service, and recommended an organized approach to the request. He was in favor of hearing more public input on the proposal.

Commissioner Pouloupoulos commented that the proprietor of Plunge had advised the resort would carry additional insurance, and asked if they will also need to carry any additional liability insurance to serve alcohol on a public beach. Mr. Imbrogno replied that there was no such need to the best of his knowledge, the resort's license covers this service. Their blanket liability coverage already extends to the beach, and the chairs are viewed as an extension of the business's outlets. He added that he will follow up and look into this further.

Commissioner Pouloupoulos also asked if the beach chairs are located on Plunge property. Development Services Director Campbell replied that they are on Town property. Town Attorney Susan Trevarthen further clarified that because the Town's beaches have been renourished over the years, this converts the beach to public property; however, the location of private property lines up and down the beach vary.

Development Services Director Campbell addressed the insurance question, explaining that when sidewalk cafés are permitted, restaurants are required to provide insurance and to add the Town to this insurance. She suggested that a similar step could be followed for beach service. Town Attorney Trevarthen noted that should the Commission choose to move forward with this program, additional implementation details will need to be worked through, including some of the components being discussed at tonight's meeting.

Commissioner Pouloupoulos stated that he shared some of Commissioner Oldaker's concerns that this pilot program could constitute a slippery slope for the Town. At present, Code states any hotel or facility wishing to implement beach service must have at least 100 rooms, which would not apply to most of the Town's hotels. He noted that if the pilot program is successful, there could be requests to change Code. While he did not object to a pilot program, he agreed that the Town should not seek to emulate larger

Lauderdale-By-The-Sea
Regular Town Commission Meeting
February 13, 2024

beachfront communities. He also expressed concern that the program could affect Downtown restaurants.

Mayor Vincent reiterated that Plunge is currently the only hotel in the Town which would be able to provide food and beverage service on the beach under Code. Town Attorney Trevarthen further clarified that the relevant zoning district includes a provision that allows restaurants in hotels with over 100 rooms to provide the proposed service.

Mayor Vincent confirmed that he was in favor of the pilot program because he did not anticipate additional applications being received in the future. The Town would be able to monitor the program's success. He also noted that the Town does not stop beachgoers from bringing alcohol to the beach, and he was more comfortable with the oversight that the resort would provide.

Vice Mayor Malkoon was also comfortable with a pilot program if all details can be worked through. He was also in favor of keeping the Town's businesses, including hospitality providers, competitive with other hotels of comparable size that provide similar services.

Town Manager Connors addressed Commissioner Oldaker's concerns regarding a lack of backup documentation, explaining that the Town is seeking additional backup information. This was why the proposal is for a pilot program so more information can be gathered. The program would include definite start and end dates, after which time it would be brought back to the Commission with backup information and details so the Commissioners can make an informed decision on whether or not to continue the program.

Commissioner Pouloupoulos asked what metrics would be used to measure the success of the pilot program, as well as when the program would begin. Town Manager Connors replied that she was in favor of beginning it immediately once all licensing is complete. Code Enforcement will visit the Plunge property on a periodic basis to see how the program is working. She was also confident that Town residents would let Staff and the Commission know if concerns arise.

Staff will work with the Plunge, as well as with Code Enforcement and Development Services Staff, to collect data on the program and monitor how the area in question is maintained. All of this information will be brought back to the Commission at the end of the pilot program.

Lauderdale-By-The-Sea
Regular Town Commission Meeting
February 13, 2024

Commissioner Strauss made a motion, seconded by Vice Mayor Malkoon, to approve. Motion carried 4-1 (Commissioner Oldaker dissenting).

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

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

Town Manager Connors advised that a prompt response to requests for public records is one of the Town's statutory responsibilities. The Town Clerk has identified a new public records request system, JustFOIA, Inc., which is used widely by many municipalities and would improve and update the Town's responses to these types of requests. The software is streamlined and user-friendly for both Town Staff and the public and tracks public records requests.

The software will also allow the Town to add more services to the system: for example, lien search requests can be provided and tracked as well, which will add greater transparency and ability to respond. The Town's lobbyist registration system can also be added to the platform at no extra cost.

The cost of the program for FY 2024, including setup fees, would be \$6820. Future fees would be just under \$5000 annually, with a 5% annual increase. Most of this expense is because most public records requests and lien searches come from the Building Department. For this reason, fees could come from the Building Fund and would not affect the Town's millage rate. Staff recommends moving forward with the purchase.

Commissioner Strauss asked if the Town charges a fee for public records requests, noting that this would allow the Town to recoup some of its investment in the program. Town Manager Connors replied that there is a small charge if the request requires a significant amount of copying. There is a charge for lien searches. She confirmed that the Town would be able to recoup part of its investment in this way.

Exhibit 2

RESOLUTION 2024-44

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING REGULATIONS FOR THE SALE OF ALCOHOL AT BEACHFRONT HOTEL PROPERTIES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (“Town”) policy does not permit the sale of alcoholic beverages on the Town beach for Beachfront hotels, and Section 5-29, of the Town Code of Ordinances (the “Town Code”) prohibits beachgoers from bringing alcohol onto the beach; and

WHEREAS, on February 13, 2024, the General Manager of Plunge Beach Resort appeared before the Town Commission meeting requesting permission to provide food and beverage, including alcohol, to patrons utilizing the resort’s beach chairs; and

WHEREAS, the City of Fort Lauderdale successfully tested a pilot program allowing licensed businesses to provide food and beverage, including alcohol, to public beach patrons for the past two years; and

WHEREAS, the cities of Hallandale Beach, Deerfield Beach, and Hollywood currently permit the sale of food and beverage, including alcohol, to beach patrons; and

WHEREAS, at the February 13 meeting, the Town Commission voted 4-1 in favor of further pursuing policies for the sale of food and alcohol to beach patrons at beachfront hotels; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest of the Town and its residents.

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

Exhibit 2

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

Section 2. Adoption and Approval of the Policy. The Town Commission hereby approves and adopts the following policies regarding the sale of food and beverage, including alcohol, by beachfront hotels on Town beaches:

1. The sale of food and beverage, including alcohol, to beachgoers renting a property’s beach chairs will be limited to those hotels in the Town of Lauderdale-By-The-Sea with restaurants authorized through Section 30-241(a)(7) of the Town’s Code of Ordinances.
2. Food and beverage service will be provided to beachgoers renting a hotel’s beach chairs only between the hours of twelve noon (12:00pm) and three in the afternoon (3:00pm) seven days a week, and only when the hotel’s restaurant is open for business.
3. Beachgoers will not be permitted to walk up to the hotel properties from the beach and purchase food and/or beverage, including alcohol, for consumption off-premises.
4. The property owner shall provide insurance for the designated service area on the beach in accordance with Section 17-9(3) of the Town’s Code of Ordinances.
5. The required alcohol licenses will be provided by the property owner for the area of service consistent with state requirements.
6. A sketch of the service area shall be approved by the Town, which includes the total number of beach chairs and the total square footage of beach area to be utilized. Modifications to the service area must be approved by the Town.

Exhibit 2

7. A trash management plan must be submitted to the Town for review and approval upon the implementation date of the services.

8. All required safety measures must be taken to protect sea turtles during nesting season from March to October of each year.

9. This approval is temporary in nature and will be evaluated for success one (1) year from the date of implementation. After the trial period ends, the Town Commission will determine if permission to serve food and alcohol on the beach will continue to be permitted or if permission will be revoked.

Section 3. Implementation. The Town Manager or designee is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

Section 5. Severability. The provisions of this Resolution are declared to be severable and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution, but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

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

PASSED AND ADOPTED this 8th day of October, 2024.

ATTEST:

MAYOR EDMUND MALKOON

Exhibit 2

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Katrina Adler, Town Clerk

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87 **Approved as to form:**

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Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: October 8, 2024

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

Submitting Department: Administration

Item Type: Presentations

Agenda Section: OLD BUSINESS

Subject Title: 2025 Friday Night Music Series

Explanation: The Friday Night Music event has been a community favorite event for many years. Historically, two of the businesses in the downtown privately funded the events. About the time that COVID hit, the costs and coordination became prohibitive, and the two restaurants ended their sponsorship of the Friday night concerts.

At their January 10, 2023 meeting, the Town Commission approved the Town's sponsorship of the music series events. The Commission approved a \$50,000 budget transfer to fund four shows that year. These events were held between 101 and Village Grille, closing off this portion of El Mar Drive to accommodate them.

During the Commission meeting on September 26, 2023, the Town staff presented proposed dates for the 2024 Friday Night Music series for the Commission's consideration. There was also a proposal to move the stage location from its original setup on El Mar Drive to Commercial Boulevard. The newly renovated Commercial Boulevard offered a more accommodating and safer event space for the concert. At this meeting, the Commission voted 4-1 to deny funding the event, with several commission members referencing the lack of financial support from the downtown businesses for their decision.

Then Mayor Chris Vincent requested reconsideration of this agenda item during the Commission meeting held on October 17, 2023. He favored a partnership between the Town and the businesses and a plan that would not require the Town to fund the entire event with taxpayer money. Pursuant to the September 26th meeting, several of the businesses in the downtown area had gotten together and used their collective buying power to secure a donation towards the Friday Night series. Approval of the 2024 Friday Night Music series was carried 5-0. While the Town coordinated with the vendor for a donation, we have yet to receive the promised donation from the vendor to help support the events. In total, the Town budgeted \$50,000 for five FY24 events and spent \$38,200 for three events as two were canceled due to inclement weather.

At the September 18, 2024 budget meeting, the Commission discussed funding the 2025

Friday Night Music series and the Town's desired partnership with the Downtown businesses. Town staff confirmed that we had not received the promised donation check from the business that would have contributed to the 2024 series. Commissioner Graziano asserted that for this reason, he did not believe the businesses had acted as reliable partners and therefore did not support the Town's total contribution to the Friday Night Music events. Commissioner Graziano motioned this event's removal from the budget which was seconded by Commissioner Pouloupoulos. Further discussion from the Commission kept this line item in the budget with a directive to staff to provide an update on the status of the 2024 donation check at the October 8th Commission meeting.

To date, the Town has not received the \$15,000 donation check promised for the 2024 Friday Night Music events. However, we continue to coordinate with the vendor and they have confirmed their intent to donate the funds (Exhibit 1). Three businesses (Aruba Beach, Village Grill and Vinnies) have donated \$500 toward the FY25 music events in a show of good faith for the upcoming season.

Staff needs direction from the Commission so that we can reserve bands for the events before their schedule are booked. If the events are approved, staff is suggesting that we continue with the fourth Friday for the series. The proposed dates for the 2025 series are as follows:

- January 24
- February 28
- March 28
- April 25
- May 23
- June 27

Based on feedback throughout the 2024 season, the stage location would remain on the west end of Commercial Boulevard in between Evel Keel and Taco Craft.

Recommendation: Staff is looking for direction on:

1. Approval of the 2025 Friday Night Music series.
2. If the event is approved, confirmation of suggestions for 4th Friday for the dates for the events.

Exhibits:

1. Donation Confirmation

Town Manager

From: p mohler <peggy2804@gmail.com>
Sent: Monday, September 30, 2024 1:44 PM
To: Town Manager; Town Manager; Courtney Easley
Subject: Fwd: Proximo Check/Lauderdale by the Sea

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

Please see below- please

----- Forwarded message -----

From: Attenhofer, Donna <Donna.Attenhofer@rndc-usa.com>
Date: Mon, Sep 30, 2024 at 1:40 PM
Subject: Proximo Check/Lauderdale by the Sea
To: peggy2804@gmail.com <peggy2804@gmail.com>
Cc: Birgeles, Suzanne <Suzanne.Birgeles@rndc-usa.com>

Peggy,

I just wanted to send you an email to confirm our conversation regarding the support/check for the Jose Cuervo/1800 Music Events. My apologies that it has taken a while to get a final answer on this. Obviously, we agreed to this but we had to get all of the paperwork in line.

We did get final confirmation from Proximo and rest assured the check will be coming! Suzanne just submitted the paperwork with the backup approval from the supplier on our end. Sometimes our checks take a little time so I am going to request with Roxana Garciga, who submits them for us to see if we can get this one expedited for you. Either way, I wanted you to have in an email that the check has been approved on our side and we are working on having it issued to you.

If you need anything else, please let me know.

Thank you,

Donna

Donna Attenhofer

Division Manager, On Premise

Republic National Distributing Company

441 SW. 12th Ave,

Deerfield Beach, FL 33442

Direct: 407-579-7686

Cell: 407-579-7686

Donna.attenhofer@rndc-usa.com

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Town Commission Agenda Item Report

Meeting Date: October 8, 2024

Submitted By: Courtney Easley, Assistant to Town Manager

Submitting Department: Administration

Item Type: Resolution

Agenda Section: OLD BUSINESS

Subject Title: 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.

Explanation: The purpose of this memorandum is to request approval to add the following positions to the Town's list of authorized positions;

- One (1) position for the Assistant Director of Development Services – Code Compliance with a salary range of \$90,640 to \$135,960.
- Two (2) positions for Code Compliance Officer with a salary range of \$51,500 to \$77,250.

Staff believes that bringing code compliance services in house will allow for better service provision at a cost that is less than the quote provided by the Town's current contractor, SAFEbuilt.

History:

- On November 29, 2011, Lauderdale-By-The-Sea entered an agreement with Calvin Giordano & Associates (CGA), now SAFEbuilt, for code compliance services. The current contract is set to expire on December 30, 2024. As the contract nears expiration, staff is asking the Commission to create code positions so that we can transition from contracted code compliance service provision to in-house.

Quality of Service:

- The Commission and Staff have noticed a reduced quality of service provided by

CGA/SafeBuilt as the contract approached expiration. Bringing the services in-house would give staff more control over the employees and the code agenda.

Contractor Cost:

- The current SAFEbuilt contract includes a 2.1 multiplier that is contractually included in the SAFEbuilt contract. The multiplier means that a \$50,000 position costs the Town \$105,000. To improve the code compliance department, the Town budgeted for a full-time supervisor to oversee the code program. The 2.1 multiplier required by SAFEbuilt's contract makes this position cost-prohibitive. The estimated cost for SAFEbuilt for the 2025 Fiscal Year with 3 employees would be approximately \$486,500 which includes the extra cost of vacation rental software that we have separately budgeted.

Town Cost:

- Staff costs plus benefits for the three employees will be approximately \$400,000 including the benefits being roughly a .3 multiplier. This estimate includes software costs for the code citation software and vacation rental monitoring software. Even with these additional fees, the Town expects to not only reduce the costs of providing these services but also improve our customer relations in this division.

Staff is requesting that the code positions be approved and be available immediately so that we can move forward with hiring the necessary employees to assist with the transition from SAFEbuilt to the town. Staff has spoken with the SAFEbuilt team to discuss options available to the Town to help us transition from contract services to providing code enforcement services through the Town employees. If the Town has difficulty in finding qualified staff, we have also discussed options to ensure the code compliance requirements of the Town continue to be met.

The FY25 budget includes funding in the General Fund (Development Services budget) and Building Fund to cover these costs. We anticipate a savings of over \$75,000 with Town employees over contracted employees.

Recommendation: Staff recommends approval of Resolution 2024 - 30 establishing three code compliance positions in the Town's Authorized Employee positions.

Exhibits:

1. Resolution 2024-30
2. EXHIBIT A - Proposed Authorized Positions 2024
3. Exhibit B - CODE COMPLIANCE OFFICER - Job Description
4. Exhibit C - ASSISTANT DIRECTOR OF DS CODE COMPLIANCE - Job Description

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.

WHEREAS, the Town has historically contracted with Calvin Giordano & Associates, Inc. (CGA) to provide code compliance services; and

WHEREAS, the projected cost for prospective CGA code compliance services is expected to double, greatly increasing the Town's budgetary parameters relative to the provision of such services; and

WHEREAS, the Town has determined that it is more cost-effective to provide code compliance services using its own employees in lieu of renewing the services agreement with CGA; and

WHEREAS, in order to provide these services using Town employees, the positions of Assistant Director of Development Services – Code Compliance and Code Compliance Officer shall be established; and

WHEREAS, the Town wishes to approve a modification to its Pay Plan incorporating the newly established positions of Code Compliance Officer and Assistant Director of Development Services – Code Compliance, substantially in the form attached hereto as Exhibit "A"; and

WHEREAS, the approval of the revised Pay Plan establishes the Code Compliance Officer and Assistant Director of Development Services – Code Compliance positions and pay framework for said positions, as well as establishes the job descriptions, substantially in the form attached hereto as Exhibit "B" and Exhibit "C," respectively; and

WHEREAS, the Town Commission finds that approval and acceptance of the revised Pay Plan and job descriptions are in the best interest of the Town.

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

37 Section 1. The above recitals are true and correct and incorporated into this Resolution
38 by this reference.

39 Section 2. The revised Pay Plan, a copy of which is attached hereto as Exhibit “A,” is
40 hereby approved and accepted.

41 Section 3. The Town Manager and/or Town Officials are authorized to take all actions
42 necessary to implement the terms and conditions of the Pay Plan and the purposes of this
43 Resolution, together with the discretion to make non-substantial changes thereof, which include
44 establishing new code compliance positions and pay framework, as well as creating Town job
45 descriptions. A copy of the job description for Code Compliance Officer is attached hereto as
46 Exhibit “B,” and a copy of the job descriptions for Assistant Director of Development Services –
47 Code Compliance is attached hereto as Exhibit “C.”

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

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

51
PASSED AND ADOPTED by the Town Commission of the Town of Lauderdale-By-The-Sea,
Florida, this _____ day of August, 2024.

MAYOR EDMUND MALKOON

Attest:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

Lauderdale-By-The-Sea Pay Plan

Resolution 2023-32

Exhibit A

<u>Position</u>	<u>Grade</u>	<u>Role & Level</u>	<u>Grade Minimum</u>	<u>Grade Midpoint</u>	<u>Grade Maximum</u>
Deputy Town Manager	11	L6	131,840	164,800	197,760
Director of Development Services	10	L5	107,120	133,900	160,680
Director of Finance & Budget	10	L5	107,120	133,900	160,680
Director of Public Works	10	L5	107,120	133,900	160,680
Assistant Director of Finance & Budget	9	P4	90,640	113,300	135,960
Assistant Director of Dev. Svcs. - Code Compliance	<u>9</u>	<u>P4</u>	<u>90,640</u>	<u>113,300</u>	<u>135,960</u>
Assistant Director of Dev. Svcs - Planning	9	P4	90,640	113,300	135,960
Assistant to the Town Manager	8	L3	82,400	103,000	123,600
Town Clerk (Certified)	8	P4	82,400	103,000	123,600
Human Resources Manager (Certified)	7	P3	70,040	87,550	105,060
Marketing and Events Manager	7	P3	70,040	87,550	105,060
PW Supervisor, Building and Public Lands	7	L2	70,040	87,550	105,060
Public Works Supervisor - Parking	7	L2	70,040	87,550	105,060
PW Supervisor, Streets and Infrastructure	7	L2	70,040	87,550	105,060
Town Clerk (Pre-Certified)	7	P3	70,040	87,550	105,060
Human Resources Manager (Pre-Certified)	6	P2	61,800	77,250	92,700
Accountant	6	P2	61,800	77,250	92,700
Planner	6	P2	61,800	77,250	92,700
Special Events & Marketing Coordinator, Senior	6	T5	61,800	77,250	92,700
Assistant to the Public Works Director	6	P1	61,800	77,250	92,700
Special Events & Marketing Coordinator	5	A5	51,500	64,375	77,250
Parking Services Coordinator	<u>5</u>	T4	51,500	64,375	77,250
Planning Technician	5	P1	51,500	64,375	77,250
Code Compliance Officer	<u>5</u>	<u>T4</u>	<u>51,500</u>	<u>64,375</u>	<u>77,250</u>
Administrative Specialist	4	A4	47,380	59,225	71,070
Maintenance Worker Lead	4	T3	47,380	59,225	71,070
Accounting Specialist, Senior	4	A4	47,380	59,225	71,070
Customer Service Representative	3	A3	43,260	54,075	64,890
Maintenance Worker III	3	T2	43,260	54,075	64,890
Accounting Specialist	2	A2	39,140	48,925	58,710
Maintenance Worker II	2	T1	39,140	48,925	58,710
Maintenance Worker I	1	A1	35,020	43,775	52,530
Visitor Center Host	1	A1	29,500	37,000	45,000



JOB TITLE:	CODE COMPLIANCE OFFICER Class #5002	PAY GRADE:	5 \$51,500-\$77,250
DEPARTMENT:	DEVELOPMENT SERVICES	ROLE & LEVEL:	T4
REPORTS TO:	ASSISTANT DIRECTOR OF DEVELOPMENT SERVICES -CODE COMPLIANCE	FLSA STATUS:	Non-Exempt

JOB SUMMARY:

Performs inspection and enforcement work in securing compliance with laws, regulations and ordinances governing land use, property maintenance, abandoned and uninhabitable properties, signs, seawalls, storm water, zoning, landscaping, and related environmental issues. Maintains current knowledge of municipal and State legislation. Employee functions in high public visibility, and has considerable interaction with property owners, residents, businesses, the public, and other Town departments and divisions. Position relies on experience and exercises independent judgment to determine the best approach by using and interpreting policies and procedures. Employees may receive advice or assistance from a supervisor concerning unusual or difficult inspections; however, most field work is performed independently and requires knowledge of applicable regulations.

EXAMPLES OF WORK PERFORMED:

The essential functions listed are typical examples of work performed by positions in this job classification and are not designed to contain or be interpreted as a comprehensive inventory of all duties, tasks, and responsibilities. Specific duties and responsibilities may vary depending on department or program needs without changing the general nature and scope of the job or level of responsibility. Employees may also perform other duties as assigned.

- Conducts reactive (complaints) and proactive (self-initiated) field and water way inspections of residential, commercial and vacant parcels
- Enforces and reviews state, municipal, zoning, waterways, business tax, building laws and regulations
- Prepares, organizes, and maintains case files to present cases and testifies at quasi-judicial hearings
- Researches information regarding policies, laws, regulations, business tax receipts, environmental, landscaping, permits and building and zoning requirements to maintain current knowledge of new State and Municipal legislation
- Researches ownership of various residential, commercial, industrial, and vacant properties within the Town
- Provides code compliance information to address client issues and educate concerned parties

CODE COMPLIANCE OFFICER

Class # 5002

JOB DESCRIPTION



- Attends, Town Commission, homeowner, civic association, and other meetings as required
- Posts and mails hearing and violation notices
- Compiles and prepare written reports on investigations, maintains all inspection results, prepare correspondence and notices of violations in a computerized case management system
- Identifies structures and/or properties that may be unsafe and initiates the appropriate follow-up action with the Town's Building Official
- Attends various department and public meetings, and provides oral presentations to various local and civic groups and organizations
- May be required to flex their work schedule, work nights, weekends, and holidays, as necessary to perform assigned responsibilities

SUPERVISION:

- None

QUALIFICATIONS: FOR CODE COMPLIANCE OFFICER

MINIMUM QUALIFICATIONS:

- High school diploma or GED; supplemented by two (2) years of experience dealing with the public in any of the following type of work; code enforcement, planning, building inspection or construction or other closely related field or an equivalent combination of education, certification, training, and/or experience.
- NOTE: Code Compliance officers must possess/obtain Florida Association of Code Enforcement (F.A.C.E.) Certification (Fundamentals of Code Enforcement within one year of hire date and maintain this certification during their employment with the Town in this classification).
- Possess, or be able to obtain, a valid State of Florida Driver License with an acceptable driving record and maintain an acceptable driving record while employed
- FEMA/NIMS classes will be required according to your job duties and responsibilities.

PREFERRED QUALIFICATIONS:

- Possess Florida Association of Code Enforcement (F.A.C.E.) Certification (Fundamentals of Code Enforcement, Administrative Aspects of Code Enforcement, Legal Issues in Code Enforcement; Officer Safety and Field Applications OR equivalent (i.e. American Association of Code Enforcement, Careers in Code Enforcement, Relevant State Association of Code Enforcement),
- Certified as a Florida Notary Public

Created: August 2024

Revised:

Approved: Resolution 2024-30



In addition to meeting the minimum qualifications listed above, an individual must be able to perform each of the established essential functions to perform this job successfully.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of public relations and customer service principles, including the handling of upset and distressed people and the ability to graciously assist members of the public under stressful conditions
- Knowledge of principles and practices employed in municipal or state code enforcement compliance
- Knowledge of basic inspection and investigation techniques to properly conduct inspections of properties for violations and documentation
- Knowledge of Town Ordinances, Unified Development Code, applicable state and federal codes, regulations, and guidelines related to code compliance
- Knowledge of principles and practices of report preparation and records maintenance
- Knowledge of clerical procedures and systems such as word processing, managing files and records and other related office procedures
- Skill in communication via verbal, written, and/or face to face interactions
- Skill in organizing case files including written reports, photographs, and timelines
- Skill in use of computers including Microsoft Office Suite, internet browser and computerized case management system
- Ability to interpret and apply ordinances, state laws, code books, environmental regulations, procedural manuals, policy statement, public safety reports, maps, plat maps, building and/or site plans and court records and the ability know where to access this information
- Ability to create accurate and detailed records and reports, in an organized fashion to include data entry of case notes, photographs, daily and monthly inspection reports admissible for court hearings and trials
- Ability to write appropriate Violation Warning letters, Notice of Violation forms and Customer Service letters
- Ability to apply basic mathematics to perform calculations
- Ability to establish and maintain effective and cooperative working relationships with those contacted during work
- Ability to regularly attend work and arrive punctually for designated work schedule
- Ability to attend LBTS meetings and hearings outside of standard business hours



PHYSICAL REQUIREMENTS:

Depending on functional area of assignment, tasks involve the ability to exert light physical effort usually involving some lifting, carrying, pushing and/or pulling of objects and materials of light weight (up to 50 pounds). May involve some climbing, balancing, stooping, kneeling, crouching, crawling, walking or standing. Tasks may involve extended periods of time at a keyboard or workstation and extended periods of time standing and/or walking.

ENVIRONMENTAL REQUIREMENTS:

Tasks are regularly performed inside without potential for exposure to adverse conditions, such as dirt, dust, pollen, odors, fumes and/or poor ventilation, wetness, humidity, rain, temperature and noise extremes, machinery and/or moving vehicles, vibrations, electric currents, animals/wildlife, toxic/poisonous agents, gases or chemicals, oils and other cutting fluids, violence and/or disease, or pathogenic substances.

SENSORY REQUIREMENTS:

Some tasks require manual dexterity, in addition to visual and hearing acuity. Some tasks may involve identifying and distinguishing colors. Some tasks require the ability to perceive and discriminate visual cues or signals. Some tasks require the ability to communicate orally and in writing.

Linda Connors
Town Manager

Date

Jhanelle Campbell
Director of Development Services

Date

Created: August 2023
Revised:
Approved: Resolution #



The job description does not constitute an employment agreement between the Town of Lauderdale-By-The-Sea and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The Town of Lauderdale-By-The-Sea is an Equal Opportunity Employer. In compliance with United States Equal Employment Opportunity guidelines and the Americans with Disabilities Act, this organization provides reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

I have read and understand this job description and hereby certify that I am qualified to perform this job, with or without reasonable accommodation.

Employee Name (print)

Supervisor's Name (print)

Employee Signature

Supervisor's Signature

Date

Date

Created: August 2023
Revised:
Approved: Resolution #

JOB TITLE:	ASSISTANT DIRECTOR OF DEVELOPMENT SERVICES – CODE COMPLIANCE Class #3001	PAY GRADE:	9 \$90,640 – \$135,960
DEPARTMENT:	DEVELOPMENT SERVICES	ROLE & LEVEL:	P4
REPORTS TO:	DIRECTOR OF DEVELOPMENT SERVICES	FLSA STATUS:	NON-EXEMPT

JOB SUMMARY:

Assists with directing, planning, and administering the Town's Code Compliance program, serves as a representative of the Department and in the absence of the Director, acts as final authority for certain decisions. Performs complex professional, technical, and field work related to a variety of code assignments. Manages the more complex code compliance projects/applications and ensures Code Compliance Team inspections completed are in a timely manner within federal/state regulations and, Town codes and ordinances. Promotes and maintains harmonious relationships with individuals, residents, property owners and neighborhood groups in the community.

Work is performed under nominal direction with considerable latitude in the use of initiative and independent judgment. Position develops solutions to non-routine issues, without appreciable guidance from others and exercises significant latitude in determining best approaches to critical assignments.

EXAMPLES OF WORK PERFORMED:

The essential functions listed are typical examples of work performed by positions in this job classification and are not designed to contain or be interpreted as a comprehensive inventory of all duties, tasks, and responsibilities. Specific duties and responsibilities may vary depending on department or program needs without changing the general nature and scope of the job or level of responsibility. **Employee may also perform other duties as assigned.**

- Exercises decision-making authority in areas including, but not limited to, plan approval, revision approval, permit fee approval, and stop work order for noncompliance
- Supervises a comprehensive code compliance inspection program; participates in code field investigations
- Interacts with elected officials and Town staff, including Town contracted employees, attorneys, public officials, architects, engineers, fire marshals, builders, contractors, property owners and anyone related to a code compliance issue
- Supervises preparation of cases presented to the Special Magistrate and coordinates to ensure Code Compliance hearing and public hearing items and respective

recommendations are set forth appropriately and that public notices are posted according to requirements

- Interprets and recommends changes in legal provisions regarding code compliance
- Reviews and analyzes various plans and documents to determine code compliance (i.e. building construction site plans, architectural drawings, diagrams, blueprints, schematics, and specifications)
- Supervises subordinates in resolving citizen complaints and takes proper steps to inform appropriate departments
- Participates in departmental reviews of building plans to ensure code compliance
- Trains, plans, organizes and supervises the work of subordinate inspectors; and may supervise office staff
- Assists and guides code compliance inspectors on complex compliance issues and projects
- Receives and assigns the responsibility for investigation of complaints relating to the construction, repair, alteration, use, occupancy and maintenance of buildings and structures
- Issues citations to violators and coordinates the prosecution of violators, when necessary, to assure compliance with ordinance/code
- Supervises the maintenance of activity records and submits a periodic report reflecting workload, including but not limited to citations issued, compliance statistics, non-compliance statistics
- Attends and gives presentations to Town Commission, Board meetings, homeowner association and other community meetings, as directed.
- Recommends changes in policies, practices and procedures of the Code Compliance Department
- Participates in the budget development and review process

SUPERVISION:

Schedules, trains, motivates, and evaluates personnel provides or coordinates staff training; works with employees to correct deficiencies; makes recommendations regarding discipline and termination

MINIMUM QUALIFICATIONS:

Bachelor's degree in planning, engineering, construction management or other related field plus four (4) years progressively responsible experience in code compliance, code compliance administration or any work related to inspections or investigations. Experience must include a minimum of two (2) years supervisory experience, or an equivalent combination of education and experience may be considered.

- Florida Association of Code Enforcement (F.A.C.E.) – Fundamentals of Code Enforcement certification
- Florida Association of Code Enforcement (F.A.C.E)- Officer Safety and Field Application certification

- Must possess or be able to obtain a valid Florida Driver's License and maintain an acceptable driving record
- Must obtain a State of Florida Notary Public within the first 6 months of employment

FEMA/NIMS classes will be required to according to your job duties and responsibilities

PREFERRED QUALIFICATIONS:

Experience as a senior-level employee in governmental planning, code compliance, engineering or building department including exposure to all facets of Development Services; including but not limited to, building and construction, code compliance and planning and zoning

Master's degree in construction management, real estate, public administration or related field plus Two (2) years progressively responsible experience in code compliance or work related to inspection, investigation, or code administration. Experience should include a minimum of 2 years supervisory experience, or an equivalent combination of education and experience may be considered.

In addition to meeting the minimum qualifications listed above, an individual must be able to perform each of the established essential functions in order to perform this job successfully.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Extensive knowledge of public relations and customer service principles, including the handling of upset and distressed people and the ability to graciously assist members of the public under stressful conditions
- Considerable knowledge of federal, state and local laws, ordinances and codes governing commercial and residential building construction.
- Considerable knowledge of the principles, methods and practices of community development and code compliance
- Considerable knowledge and understanding of how to read construction plans and blueprints
- Skill in reviewing plans and provisions of the ordinances and codes to determine compliance with such regulations
- Skill in critical thinking for issues resolution and process improvement recommendations
- Skill in working independently and following through with assignments with minimal direction
- Skill in setting priorities that move projects through efficiently to achieve customer and quality objectives
- Skill in the use of Microsoft Office products (Excel, Word, PowerPoint and Outlook) and applicable department/organization specific software
- Skill in measuring and performing mathematical computations applicable to the work
- Skill in adapting to a changing work environment, competing demands and ability to deal with frequent change, delays or unexpected events

- Ability to provide exceptional internal and external customer service to a variety of constituents
- Ability to establish and maintain effective and cooperative working relationships with those contacted in the course of work
- Ability to read, analyze, and interpret code and building related laws and regulations and establish necessary work processes and procedures
- Ability to provide training and guidance to staff in the more complex aspects of the work
- Ability to read and understand construction plans and blueprints
- Ability to enforce applicable codes and ordinances with firmness, impartiality, and tact
- Ability to prepare maps, charts, diagrams, and photographic materials for the visual depiction and presentation of information
- Ability to present findings and recommendations concisely and effectively, in oral and written form
- Ability to perform detail-oriented tasks in a high-volume work environment
- Ability to manage multiple priorities to ensure that deadlines are met
- Ability to regularly attend work and arrive punctually for designated work schedule
- Ability to work various shifts including nights, weekends, as required
- Ability to attend LBTS meetings and hearings outside of standard business hours

PHYSICAL REQUIREMENTS:

Depending on the functional area of assignment, tasks involve the ability to exert light physical effort usually involving some lifting, carrying, pushing and/or pulling of objects and materials of light weight (up to 50 pounds). May involve some climbing, balancing, stooping, kneeling, crouching, crawling, walking or standing. Tasks may involve extended periods of time at a keyboard or workstation and extended periods of time standing and/or walking.

ENVIRONMENTAL REQUIREMENTS:

Tasks are regularly performed inside and/or outside with potential for exposure with potential for exposure to adverse conditions, such as dirt, dust, pollen, odors, fumes and/or poor ventilation, wetness, humidity, rain, temperature and noise extremes, machinery and/or moving vehicles, vibrations, electric currents, animals/wildlife, toxic/poisonous agents, gases or chemicals, oils and other cutting fluids, violence and/or disease, or pathogenic substances.

SENSORY REQUIREMENTS:

Some tasks require manual dexterity, in addition to visual and hearing acuity. Some tasks may involve identifying and distinguishing colors. Some tasks require the ability to perceive and discriminate visual cues or signals. Some tasks require the ability to communicate orally and in writing.

**ASSISTANT DIRECTOR OF DEVELOPMENT SERVICES -
CODE COMPLIANCE
JOB DESCRIPTION**



APPROVAL of JOB DESCRIPTION:

Linda Connors	Date
Town Manager	

Jhanelle Campbell	Date
Director of Development Services	

**ASSISTANT DIRECTOR OF DEVELOPMENT SERVICES -
CODE COMPLIANCE
JOB DESCRIPTION**



The job description does not constitute an employment agreement between the Town of Lauderdale-By-The-Sea and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The Town of Lauderdale-By-The-Sea is an Equal Opportunity Employer. In compliance with United States Equal Employment Opportunity guidelines and the Americans with Disabilities Act, this organization provides reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

I have read and understand this job description and hereby certify that I am qualified to perform this job, with or without reasonable accommodation.

Employee Name (print)

Supervisor's Name (print)

Employee Signature

Supervisor's Signature

Date

Date

Lauderdale-By-The-Sea Pay Plan

Resolution 2023-32

<u>Position</u>	<u>Grade</u>	<u>Role & Level</u>	<u>Grade Minimum</u>	<u>Grade Midpoint</u>	<u>Grade Maximum</u>
Deputy Town Manager	11	L6	131,840	164,800	197,760
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Assistant Director of Finance & Budget	9	P4	90,640	113,300	135,960
<u>Assistant Director of Dev. Svcs. - Code Compliance</u>	<u>9</u>	<u>P4</u>	<u>90,640</u>	<u>113,300</u>	<u>135,960</u>
Assistant Director of Dev. Svcs - Planning	9	P4	90,640	113,300	135,960
Assistant to the Town Manager	8	L3	82,400	103,000	123,600
Town Clerk (Certified)	8	P4	82,400	103,000	123,600
Human Resources Manager (Certified)	7	P3	70,040	87,550	105,060
Marketing and Events Manager	7	P3	70,040	87,550	105,060
PW Supervisor, Building and Public Lands	7	L2	70,040	87,550	105,060
Public Works Supervisor - Parking	7	L2	70,040	87,550	105,060
PW Supervisor, Streets and Infrastructure	7	L2	70,040	87,550	105,060
Town Clerk (Pre-Certified)	7	P3	70,040	87,550	105,060
Human Resources Manager (Pre-Certified)	6	P2	61,800	77,250	92,700
Accountant	6	P2	61,800	77,250	92,700
Planner	6	P2	61,800	77,250	92,700
Special Events & Marketing Coordinator, Senior	6	T5	61,800	77,250	92,700
Assistant to the Public Works Director	6	P1	61,800	77,250	92,700
Special Events & Marketing Coordinator	5	A5	51,500	64,375	77,250
Parking Services Coordinator	<u>5</u>	T4	51,500	64,375	77,250
Planning Technician	5	P1	51,500	64,375	77,250
<u>Code Compliance Officer</u>	<u>5</u>	<u>T4</u>	<u>51,500</u>	<u>64,375</u>	<u>77,250</u>
Administrative Specialist	4	A4	47,380	59,225	71,070
Maintenance Worker Lead	4	T3	47,380	59,225	71,070
Accounting Specialist, Senior	4	A4	47,380	59,225	71,070
Customer Service Representative	3	A3	43,260	54,075	64,890
Maintenance Worker III	3	T2	43,260	54,075	64,890
Accounting Specialist	2	A2	39,140	48,925	58,710
Maintenance Worker II	2	T1	39,140	48,925	58,710
Maintenance Worker I	1	A1	35,020	43,775	52,530
Visitor Center Host	1	A1	29,500	37,000	45,000



JOB TITLE:	CODE COMPLIANCE OFFICER Class #5002	PAY GRADE:	5 \$51,500-\$77,250
DEPARTMENT:	DEVELOPMENT SERVICES	ROLE & LEVEL:	T4
REPORTS TO:	ASSISTANT DIRECTOR OF DEVELOPMENT SERVICES -CODE COMPLIANCE	FLSA STATUS:	Non-Exempt

JOB SUMMARY:

Performs inspection and enforcement work in securing compliance with laws, regulations and ordinances governing land use, property maintenance, abandoned and uninhabitable properties, signs, seawalls, storm water, zoning, landscaping, and related environmental issues. Maintains current knowledge of municipal and State legislation. Employee functions in high public visibility, and has considerable interaction with property owners, residents, businesses, the public, and other Town departments and divisions. Position relies on experience and exercises independent judgment to determine the best approach by using and interpreting policies and procedures. Employees may receive advice or assistance from a supervisor concerning unusual or difficult inspections; however, most field work is performed independently and requires knowledge of applicable regulations.

EXAMPLES OF WORK PERFORMED:

The essential functions listed are typical examples of work performed by positions in this job classification and are not designed to contain or be interpreted as a comprehensive inventory of all duties, tasks, and responsibilities. Specific duties and responsibilities may vary depending on department or program needs without changing the general nature and scope of the job or level of responsibility. Employees may also perform other duties as assigned.

- Conducts reactive (complaints) and proactive (self-initiated) field and water way inspections of residential, commercial and vacant parcels
- Enforces and reviews state, municipal, zoning, waterways, business tax, building laws and regulations
- Prepares, organizes, and maintains case files to present cases and testifies at quasi-judicial hearings
- Researches information regarding policies, laws, regulations, business tax receipts, environmental, landscaping, permits and building and zoning requirements to maintain current knowledge of new State and Municipal legislation
- Researches ownership of various residential, commercial, industrial, and vacant properties within the Town
- Provides code compliance information to address client issues and educate concerned parties

CODE COMPLIANCE OFFICER

Class # 5002

JOB DESCRIPTION



- Attends, Town Commission, homeowner, civic association, and other meetings as required
- Posts and mails hearing and violation notices
- Compiles and prepare written reports on investigations, maintains all inspection results, prepare correspondence and notices of violations in a computerized case management system
- Identifies structures and/or properties that may be unsafe and initiates the appropriate follow-up action with the Town's Building Official
- Attends various department and public meetings, and provides oral presentations to various local and civic groups and organizations
- May be required to flex their work schedule, work nights, weekends, and holidays, as necessary to perform assigned responsibilities

SUPERVISION:

- None

QUALIFICATIONS: FOR CODE COMPLIANCE OFFICER

MINIMUM QUALIFICATIONS:

- High school diploma or GED; supplemented by two (2) years of experience dealing with the public in any of the following type of work; code enforcement, planning, building inspection or construction or other closely related field or an equivalent combination of education, certification, training, and/or experience.
- NOTE: Code Compliance officers must possess/obtain Florida Association of Code Enforcement (F.A.C.E.) Certification (Fundamentals of Code Enforcement within one year of hire date and maintain this certification during their employment with the Town in this classification).
- Possess, or be able to obtain, a valid State of Florida Driver License with an acceptable driving record and maintain an acceptable driving record while employed
- FEMA/NIMS classes will be required according to your job duties and responsibilities.

PREFERRED QUALIFICATIONS:

- Possess Florida Association of Code Enforcement (F.A.C.E.) Certification (Fundamentals of Code Enforcement, Administrative Aspects of Code Enforcement, Legal Issues in Code Enforcement; Officer Safety and Field Applications OR equivalent (i.e. American Association of Code Enforcement, Careers in Code Enforcement, Relevant State Association of Code Enforcement),
- Certified as a Florida Notary Public

Created: August 2024

Revised:

Approved: Resolution 2024-30



In addition to meeting the minimum qualifications listed above, an individual must be able to perform each of the established essential functions to perform this job successfully.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of public relations and customer service principles, including the handling of upset and distressed people and the ability to graciously assist members of the public under stressful conditions
- Knowledge of principles and practices employed in municipal or state code enforcement compliance
- Knowledge of basic inspection and investigation techniques to properly conduct inspections of properties for violations and documentation
- Knowledge of Town Ordinances, Unified Development Code, applicable state and federal codes, regulations, and guidelines related to code compliance
- Knowledge of principles and practices of report preparation and records maintenance
- Knowledge of clerical procedures and systems such as word processing, managing files and records and other related office procedures
- Skill in communication via verbal, written, and/or face to face interactions
- Skill in organizing case files including written reports, photographs, and timelines
- Skill in use of computers including Microsoft Office Suite, internet browser and computerized case management system
- Ability to interpret and apply ordinances, state laws, code books, environmental regulations, procedural manuals, policy statement, public safety reports, maps, plat maps, building and/or site plans and court records and the ability know where to access this information
- Ability to create accurate and detailed records and reports, in an organized fashion to include data entry of case notes, photographs, daily and monthly inspection reports admissible for court hearings and trials
- Ability to write appropriate Violation Warning letters, Notice of Violation forms and Customer Service letters
- Ability to apply basic mathematics to perform calculations
- Ability to establish and maintain effective and cooperative working relationships with those contacted during work
- Ability to regularly attend work and arrive punctually for designated work schedule
- Ability to attend LBTS meetings and hearings outside of standard business hours



PHYSICAL REQUIREMENTS:

Depending on functional area of assignment, tasks involve the ability to exert light physical effort usually involving some lifting, carrying, pushing and/or pulling of objects and materials of light weight (up to 50 pounds). May involve some climbing, balancing, stooping, kneeling, crouching, crawling, walking or standing. Tasks may involve extended periods of time at a keyboard or workstation and extended periods of time standing and/or walking.

ENVIRONMENTAL REQUIREMENTS:

Tasks are regularly performed inside without potential for exposure to adverse conditions, such as dirt, dust, pollen, odors, fumes and/or poor ventilation, wetness, humidity, rain, temperature and noise extremes, machinery and/or moving vehicles, vibrations, electric currents, animals/wildlife, toxic/poisonous agents, gases or chemicals, oils and other cutting fluids, violence and/or disease, or pathogenic substances.

SENSORY REQUIREMENTS:

Some tasks require manual dexterity, in addition to visual and hearing acuity. Some tasks may involve identifying and distinguishing colors. Some tasks require the ability to perceive and discriminate visual cues or signals. Some tasks require the ability to communicate orally and in writing.

Linda Connors
Town Manager

Date

Jhanelle Campbell
Director of Development Services

Date

Created: August 2023
Revised:
Approved: Resolution #



The job description does not constitute an employment agreement between the Town of Lauderdale-By-The-Sea and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The Town of Lauderdale-By-The-Sea is an Equal Opportunity Employer. In compliance with United States Equal Employment Opportunity guidelines and the Americans with Disabilities Act, this organization provides reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

I have read and understand this job description and hereby certify that I am qualified to perform this job, with or without reasonable accommodation.

Employee Name (print)

Supervisor's Name (print)

Employee Signature

Supervisor's Signature

Date

Date

Created: August 2023
Revised:
Approved: Resolution #

JOB TITLE:	ASSISTANT DIRECTOR OF DEVELOPMENT SERVICES – CODE COMPLIANCE Class #3001	PAY GRADE:	9 \$90,640 – \$135,960
DEPARTMENT:	DEVELOPMENT SERVICES	ROLE & LEVEL:	P4
REPORTS TO:	DIRECTOR OF DEVELOPMENT SERVICES	FLSA STATUS:	NON-EXEMPT

JOB SUMMARY:

Assists with directing, planning, and administering the Town’s Code Compliance program, serves as a representative of the Department and in the absence of the Director, acts as final authority for certain decisions. Performs complex professional, technical, and field work related to a variety of code assignments. Manages the more complex code compliance projects/applications and ensures Code Compliance Team inspections completed are in a timely manner within federal/state regulations and, Town codes and ordinances. Promotes and maintains harmonious relationships with individuals, residents, property owners and neighborhood groups in the community.

Work is performed under nominal direction with considerable latitude in the use of initiative and independent judgment. Position develops solutions to non-routine issues, without appreciable guidance from others and exercises significant latitude in determining best approaches to critical assignments.

EXAMPLES OF WORK PERFORMED:

The essential functions listed are typical examples of work performed by positions in this job classification and are not designed to contain or be interpreted as a comprehensive inventory of all duties, tasks, and responsibilities. Specific duties and responsibilities may vary depending on department or program needs without changing the general nature and scope of the job or level of responsibility. **Employee may also perform other duties as assigned.**

- Exercises decision-making authority in areas including, but not limited to, plan approval, revision approval, permit fee approval, and stop work order for noncompliance
- Supervises a comprehensive code compliance inspection program; participates in code field investigations
- Interacts with elected officials and Town staff, including Town contracted employees, attorneys, public officials, architects, engineers, fire marshals, builders, contractors, property owners and anyone related to a code compliance issue
- Supervises preparation of cases presented to the Special Magistrate and coordinates to ensure Code Compliance hearing and public hearing items and respective

recommendations are set forth appropriately and that public notices are posted according to requirements

- Interprets and recommends changes in legal provisions regarding code compliance
- Reviews and analyzes various plans and documents to determine code compliance (i.e. building construction site plans, architectural drawings, diagrams, blueprints, schematics, and specifications)
- Supervises subordinates in resolving citizen complaints and takes proper steps to inform appropriate departments
- Participates in departmental reviews of building plans to ensure code compliance
- Trains, plans, organizes and supervises the work of subordinate inspectors; and may supervise office staff
- Assists and guides code compliance inspectors on complex compliance issues and projects
- Receives and assigns the responsibility for investigation of complaints relating to the construction, repair, alteration, use, occupancy and maintenance of buildings and structures
- Issues citations to violators and coordinates the prosecution of violators, when necessary, to assure compliance with ordinance/code
- Supervises the maintenance of activity records and submits a periodic report reflecting workload, including but not limited to citations issued, compliance statistics, non-compliance statistics
- Attends and gives presentations to Town Commission, Board meetings, homeowner association and other community meetings, as directed.
- Recommends changes in policies, practices and procedures of the Code Compliance Department
- Participates in the budget development and review process

SUPERVISION:

Schedules, trains, motivates, and evaluates personnel provides or coordinates staff training; works with employees to correct deficiencies; makes recommendations regarding discipline and termination

MINIMUM QUALIFICATIONS:

Bachelor's degree in planning, engineering, construction management or other related field plus four (4) years progressively responsible experience in code compliance, code compliance administration or any work related to inspections or investigations. Experience must include a minimum of two (2) years supervisory experience, or an equivalent combination of education and experience may be considered.

- Florida Association of Code Enforcement (F.A.C.E.) – Fundamentals of Code Enforcement certification
- Florida Association of Code Enforcement (F.A.C.E)- Officer Safety and Field Application certification

- Must possess or be able to obtain a valid Florida Driver's License and maintain an acceptable driving record
- Must obtain a State of Florida Notary Public within the first 6 months of employment

FEMA/NIMS classes will be required to according to your job duties and responsibilities

PREFERRED QUALIFICATIONS:

Experience as a senior-level employee in governmental planning, code compliance, engineering or building department including exposure to all facets of Development Services; including but not limited to, building and construction, code compliance and planning and zoning

Master's degree in construction management, real estate, public administration or related field plus Two (2) years progressively responsible experience in code compliance or work related to inspection, investigation, or code administration. Experience should include a minimum of 2 years supervisory experience, or an equivalent combination of education and experience may be considered.

In addition to meeting the minimum qualifications listed above, an individual must be able to perform each of the established essential functions in order to perform this job successfully.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Extensive knowledge of public relations and customer service principles, including the handling of upset and distressed people and the ability to graciously assist members of the public under stressful conditions
- Considerable knowledge of federal, state and local laws, ordinances and codes governing commercial and residential building construction.
- Considerable knowledge of the principles, methods and practices of community development and code compliance
- Considerable knowledge and understanding of how to read construction plans and blueprints
- Skill in reviewing plans and provisions of the ordinances and codes to determine compliance with such regulations
- Skill in critical thinking for issues resolution and process improvement recommendations
- Skill in working independently and following through with assignments with minimal direction
- Skill in setting priorities that move projects through efficiently to achieve customer and quality objectives
- Skill in the use of Microsoft Office products (Excel, Word, PowerPoint and Outlook) and applicable department/organization specific software
- Skill in measuring and performing mathematical computations applicable to the work
- Skill in adapting to a changing work environment, competing demands and ability to deal with frequent change, delays or unexpected events

- Ability to provide exceptional internal and external customer service to a variety of constituents
- Ability to establish and maintain effective and cooperative working relationships with those contacted in the course of work
- Ability to read, analyze, and interpret code and building related laws and regulations and establish necessary work processes and procedures
- Ability to provide training and guidance to staff in the more complex aspects of the work
- Ability to read and understand construction plans and blueprints
- Ability to enforce applicable codes and ordinances with firmness, impartiality, and tact
- Ability to prepare maps, charts, diagrams, and photographic materials for the visual depiction and presentation of information
- Ability to present findings and recommendations concisely and effectively, in oral and written form
- Ability to perform detail-oriented tasks in a high-volume work environment
- Ability to manage multiple priorities to ensure that deadlines are met
- Ability to regularly attend work and arrive punctually for designated work schedule
- Ability to work various shifts including nights, weekends, as required
- Ability to attend LBTS meetings and hearings outside of standard business hours

PHYSICAL REQUIREMENTS:

Depending on the functional area of assignment, tasks involve the ability to exert light physical effort usually involving some lifting, carrying, pushing and/or pulling of objects and materials of light weight (up to 50 pounds). May involve some climbing, balancing, stooping, kneeling, crouching, crawling, walking or standing. Tasks may involve extended periods of time at a keyboard or workstation and extended periods of time standing and/or walking.

ENVIRONMENTAL REQUIREMENTS:

Tasks are regularly performed inside and/or outside with potential for exposure with potential for exposure to adverse conditions, such as dirt, dust, pollen, odors, fumes and/or poor ventilation, wetness, humidity, rain, temperature and noise extremes, machinery and/or moving vehicles, vibrations, electric currents, animals/wildlife, toxic/poisonous agents, gases or chemicals, oils and other cutting fluids, violence and/or disease, or pathogenic substances.

SENSORY REQUIREMENTS:

Some tasks require manual dexterity, in addition to visual and hearing acuity. Some tasks may involve identifying and distinguishing colors. Some tasks require the ability to perceive and discriminate visual cues or signals. Some tasks require the ability to communicate orally and in writing.



APPROVAL of JOB DESCRIPTION:

_____	_____
Linda Connors	Date
Town Manager	

_____	_____
Jhanelle Campbell	Date
Director of Development Services	



The job description does not constitute an employment agreement between the Town of Lauderdale-By-The-Sea and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The Town of Lauderdale-By-The-Sea is an Equal Opportunity Employer. In compliance with United States Equal Employment Opportunity guidelines and the Americans with Disabilities Act, this organization provides reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

I have read and understand this job description and hereby certify that I am qualified to perform this job, with or without reasonable accommodation.

_____ Employee Name (print)	_____ Supervisor's Name (print)
_____ Employee Signature	_____ Supervisor's Signature
_____ Date	_____ Date



Town Commission Agenda Item Report

Meeting Date: October 8, 2024

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

Submitting Department: Administration

Item Type: Action Item

Agenda Section: NEW BUSINESS

Subject Title: Special Event Application: Chanukah Festival December 29, 2024

Explanation: Rabbi Benzion Singer (the "Applicant"), on behalf of Chabad Lauderdale By The Sea, has submitted a Special Event Application (**Exhibit 1**) to hold their annual Channukah Festival (the "Event") in Connie Hoffman Plaza on Sunday, December 29, 2024. The Event includes a live band on a stage, a Menorah lighting ceremony, and complimentary food and refreshments for attendees. The Applicant is expecting 100 spectators and approximately 10 volunteers.

Last year, as in previous years, Aruba Beach Cafe has removed their outdoor dining tables and assisted in the catering for the Event, as well as some of the setup and cleanup. Town Staff and Aruba understand that the Applicant is coordinating these same details directly with Aruba again this year.

Channukah Festival Sunday, December 29, 2024	
Start of Set Up	1:00 PM
Event Start	5:30 PM
Event End	8:30PM
Clean Up Completed	10:30 PM

The Application was submitted on August 26, 2024, just prior to the Commission approving the updated fees in Resolution 2024-29, so the fee schedule outlined in Resolution 2017-41 (**Exhibit 2**) would be honored. The Applicant is requesting waiver of the application fee, as well as the electrical use fee and plaza use fee. Historically, the Commission has agreed to waive these fees. This decision is consistent with the Commission's treatment of fees associated with the annual Community Church Easter Service that is also traditionally held at Connie Hoffman Plaza.

FEE	WAIVER REQUEST AMOUNT
Application Fee	\$100.00
Plaza Use Fee (LBTS-based charity or non-profit organization)	\$215.00
Electrical Service Fee	\$50.00
TOTAL REQUESTS:	\$365.00

Additionally, the Applicant is requesting the Town co-sponsor the Event with a financial donation of \$2,000.

Town is recommending that we continue the practice of waiving the Town fees, but continue to decline the financial donation request.

The Applicant is also requesting seven (7) undesignated parking permits from 3:00pm until 10:00pm (7 spaces x \$4.00 x 7 hours = \$196.00 value). Staff recommends approving the passes for these parking spaces.

Recommendation: Staff recommends:

1. Approval of the Event with the conditions outlined in the Event Permit (**Exhibit 3**).
2. Approval of the \$365.00 in fee waivers.
3. Approval of the seven (7) parking permits (\$196.00 value).

Staff is looking for Commission direction on:

1. The \$2,000 donation request. If the Commission approves this request, staff will bring a budget amendment to transfer the funds from contingency at a future meeting.

Exhibits:

1. Special Event Application Channukah Festival 12.29.24
2. Resolution 2017-41
3. LBTS Permit_ChannukahFestival_12.29.24



SPECIAL EVENT APPLICATION INFORMATION

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

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

An application is not considered complete unless it includes:

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

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

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

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

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

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

Important to remember:

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

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

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



Signature of Applicant

Print Name: BENZION SINGER

Event Name: CHANUKAH FESTIVAL



SPECIAL EVENT APPLICATION

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

DETAILED SITE PLAN REQUIRED (see details at end of application)
Site Plans often do not include details that are necessary to approve an application or to issue a permit and delays are caused by rejections of initial applications.

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

Name of Event: CHANUKAH FESTIVAL

Event Purpose, Description and Activities: MENORAH LIGHTING, MUSIC, REFRESHMENTS

New Event ☐ or Returning Event ☒ Previous Attendance 100

Day(s) and Date(s) of Event: SUNDAY, DEC 29, 2024

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

OCEAN PLAZA . E. COMMERCIAL BLVD.

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

Participants: NA #Spectators 100 #Adult volunteers: 10

Please complete the following table:

Activity	Day	Time
Start of set-up:	12-29-24	1:00 PM
Start time of the Event:	12-29-24	5:30 PM
EVENT		
End time of the Event:	12-29-24	9:30 PM
Start of Clean up:	12-29-24	9:30 PM
Clean-up completed by: (Site restored to original condition)	BENZION SINGER	10:30 PM

Name and address of host or sponsoring organization:

Is applicant a Non-Profit Organization?

☒ YES ☐ NO

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

Person submitting Application ("Responsible Party"):

Name: BENZION SINGER

Mailing address: 4757 N. OCEAN DR., L.B.T.S.

Phone: 954 607 1104

Mobile phone: 954 263 7692

Email: rabbi@jewishlauderdale.com

Fax:

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

Name(s): BENZION SINGER

Mailing address: SAME AS PERSON SUBMITTING APPLICATION.

Phone:

Mobile phone:

Evening phone:

Fax:

Email:

Add information as necessary:

Will you have an event contractor or planner?

YES ☒ NO

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

Name:

Company Name:

Business Address:

Company Email:

Phone Office:

Phone Mobile:

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

Request for Town Involvement:

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

If yes, describe services requested, if any: use existing electric in Ocean Plaza.

Please see attached letter for further details.

STATEMENT OF BENEFIT

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

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

(Insert here or denote if attached)

FEES

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

YES

NO

If yes, provide details:

SOUND SYSTEMS

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

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

- ☒ Proposed amplified sound/speaker system:
- ☒ Proposed live music: List genre, type, ambiance: APPROPRIATE CHANUKAH MUSIC.
- ☐ Planned recorded music
- ☒ Do you require electrical connections for any of the above? Please give details:
USE OF AVAILABLE OUTLETS AS IN PREVIOUS YEARS.

CLEAN EVENT STANDARDS

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

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

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

Name: Chabad Lauderdale By The Sea

Email: rabbi@jewishlauderdale.com

Address: 4757 N. OCEAN DR. L.B.T.S.

Daytime phone: 954 607 1104

Mobile phone: 954 263 7692

TENTS, CANOPIES, STAGES, BLEACHERS

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

A canopy is a tent without sides.

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

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

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

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

Tents: 0

Canopies: 0

Stages: 1 - same stage as last year.

Bleachers: 0 list size and max load:

UTILITIES

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

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

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

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

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

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

~~_____~~ Electrical power:

~~_____~~ Water:

~~_____~~ Gas, propane, BBQ grills, generators:

~~_____~~ Fuel Storage:

SIGNAGE

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

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

Are you requesting permission to erect signage for this Event? YES NO

For each sign please provide: 1 BANNER SIZE 3X10 BEHIND STAGE.

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

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

RESTROOMS (show on Site Plan)

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

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

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

Number of restroom facilities required by Town: TBD

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

(Show on Site Plan) will use towns restrooms at EL MAR PLAZA.

STREET CLOSURES

Street closures may be required at the Event's expense

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

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

TRAFFIC CONTROL/BARRICADES

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

Please list your traffic control contractor, if applicable:

VEHICLES

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

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

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

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

TRAFFIC CONTROL PLAN

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

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

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

If yes, provide the meter numbers on the Site Plan and purpose for which they will be used.
no specific meter numbers required. Requesting 6 spaces
All parking meter fees are paid 30 days prior to the event.

OFF DUTY POLICE/CODE COMPLIANCE OFFICERS

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

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

YES ☒ NO
YES ☒ NO

CONCESSIONS:

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

Are you planning to have any type of concessions?

☒ YES ☐ NO

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

YES ☒ NO

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

Is the food free of charge ☒ or for sale ☐

Do all food vendors have a temporary food service permit?

YES ☐ NO ☐

NO VENDORS - CHABAD SUPPLIES FOOD.

Please list the types of food that will be served:

PASTERIES, POTATO LATKES.

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

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

Provide details of dispensing locations here and on Site Plan

ALCOHOL

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

Are you planning on selling alcoholic beverages at the event?

YES ☒ NO

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

YES ☐ NO ☐

Provide details of dispensing locations here and on Site Plan

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

VENDORS

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

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

ANIMALS

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

Are animals included in your event?

YES

☒ NO

If yes, please give details:

FIREWORKS

(Fireworks require a separate permit approval process and application)

Are you requesting approval to discharge fireworks at the event?

YES

☒ NO

SALE OF MERCHANDISE

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

YES

☒ NO

List items for sale:

RIDES

Rides or other amusement may require a State of Florida inspection

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

Are rides to be included in the Event?

YES

☒ NO

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

Mechanical/Electrical:

Inflatable (bounce house etc.):

Manual (slides, trampolines):

Other:

NO BALLOONS RELEASED

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

I agree no balloons will be released B.S.

FIRE WATCH or EMS ONSITE

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

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

INSURANCE

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

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

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

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

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

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

☒ YES ☐ NO

EVENT CONDITIONS

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

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

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

1. Permission for this Event may be suspended or modified by the Commission, Town Manager or his designated Staff.
2. Turtle Clause: If any of the set-up will take place on the beach sand please avoid any marked sea turtle nests with a minimum buffer of 30 feet.
3. Setup of the Event will start at about 1:00 PM and the area will be cleaned and open by 10:30 PM
4. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Applicants shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving Event approval.

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

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

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

INDEMNIFICATION

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

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

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

PERMISSION OF THE PROPERTY OWNER

Applicant's and Property Owner's Certification

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

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

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

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

SITE PLAN DETAILS

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

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

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

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

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

Location:

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

Public Services:

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

Hazard/ Precautions:

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

Event:

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

Parking:

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

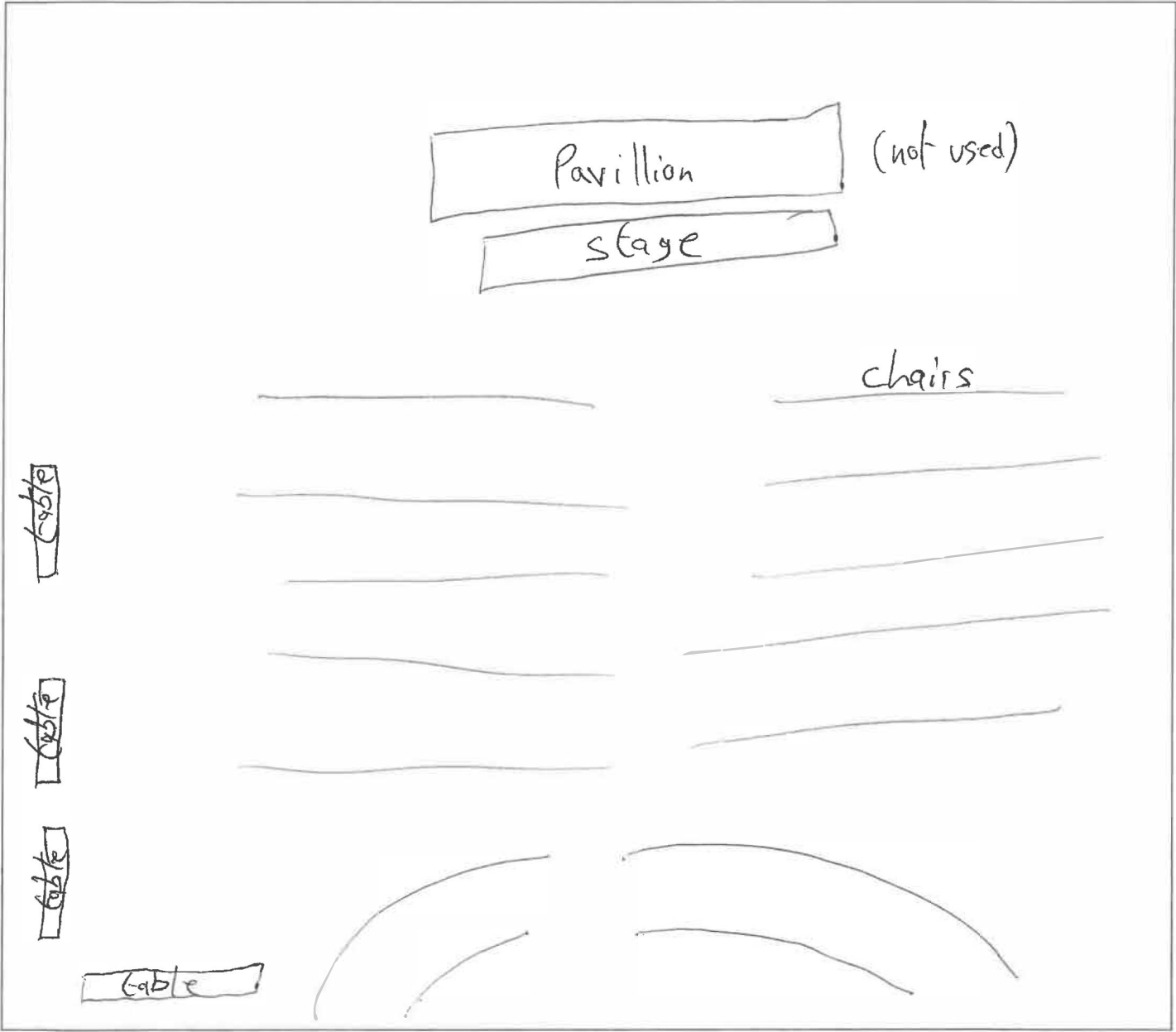
Code or Security Enforcement (paid by Event)

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

DETAILED SITE PLAN

See above for inclusion examples

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



Applicant's Certification

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

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

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

B. Singer
Applicant's Signature (required)

8-26-24
Date

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

954-263-7692
Telephone Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

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

Jodi Hamill
Notary Public, State of Florida
My Commission Expires:





Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8015481650C-3	08/19/2021	08/31/2026	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

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

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



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Chanukah Festival – Sunday Dec 29, 2024

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

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

1. Waive all Town fees and charges
2. Contribution of \$2,500 to the cost of the event.

RESOLUTION 2017-41

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Event, Park Use, and Street Performing Fee Schedule

The following is applicable to all event and park use permits:

1. All applicants must abide by the conditions set forth in their permit, including but not limited to fees, deposits, insurance requirements, solid waste plan, and police, fire or EMS detail.
2. All fees, including any monies owed the Town must be paid before the event or park permit is issued.
3. All estimated fees or costs from Town or BSO shall be paid at least two weeks prior to the event date. Any additional costs incurred will be deducted from the event deposit or is due when invoiced.
4. Depending on the nature and size of the event, a deposit may be required as determined by the Town Manager.

Type of Activity, Permit or License	Fee
-------------------------------------	-----

1. Chapter 14.3 – Parks

A Park Permit is required for groups of 25 people plus or when a specific area is reserved.

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

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

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

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

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4. Chapter 17 - Jarvis Hall

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

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

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

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

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

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

Potential use on holidays.

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

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

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

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

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

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

Plaza Use Fees

Are in addition to the Event Application Fees listed above.

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

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

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

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

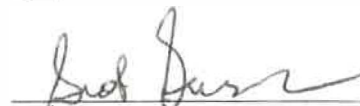
5.3	LBTS businesses (limited to 4 rentals per year per business)	\$850 per day per plaza
5.4	LBTS-based charity or non-profit organization (limited to 2 rentals per year per organization)	\$215 per day per plaza
5.5	Out-of-Town 501C Registered Non-Profit or Tax Exempt Organization (limited to 1 rental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

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

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

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

PASSED AND ADOPTED this 24th day of October 2017.



Mayor Scot Sasser

89 Attest:

APPROVED AS TO FORM:

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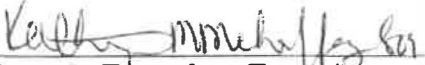
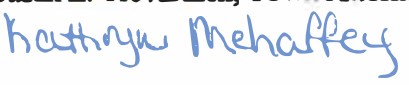
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Town Clerk, Tedra Allen

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95 (CORPORATE SEAL)


~~Susan L. Trevarthen~~, Town Attorney




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

PERMIT HOLDER INFORMATION

NAME / ORGANIZATION:	Chabad Lauderdale-By-The-Sea	REPRESENTATIVE:	Rabbi Benzion Singer
STREET ADDRESS:	4747 N. Ocean Drive, #238	CITY, STATE, ZIP:	Lauderdale-By-The-Sea, FL 33308
PHONE NUMBER (S):	(954) 263-7692	EMAIL:	rabbi@jewishlauderdale.com

DATE AND LOCATION OF EVENT

TYPE OF EVENT:	Service	DATE(S) OF EVENT:	Sunday, December 29, 2024
HOUR(S) OF EVENT:	5:30PM-8:30PM	ADDRESS / LOCATION OF EVENT:	1 Commercial Boulevard, LBTS, FL 33308

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

Menorah Lighting; Live Music

SUNDAY, DECEMBER 29, 2024	
Start of Set Up:	1:00 PM
Start Time of Event:	5:30 PM
End Time of Event:	8:30 PM
Cleanup Completed By:	10:30 PM

SPECIAL CONDITIONS

The EVENT was approved by Town Commission on October 8, 2024 with the following conditions:

1. All applicable fees pertaining to this event have been waived – Application fee (\$100), Plaza Use Fees (\$215), and electric fee (\$50) for a total of \$365.00
2. Marine Turtle Protection: If any of the activities take place on the beach sand, the Event organizers shall ensure a minimum buffer of 10 feet is kept clear around any marked sea turtle nests, or any areas that appear to be a new nest. All proposed event activities will stay clear of all active nests. No activities adjacent to a nest that might directly or indirectly disturb the area within the staked circle. No holes are to be dug in the sand west of the high tide line.



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

3. Road Closures, Lane Closures, and Parking Spaces:
 - a. The entrance and exit lanes of the horseshoe from El Mar to the Pavilion may be blocked from 5:00 p.m. until 9:00 p.m. Pier parking lot traffic shall use the south alley entrance located just south of the pier. Aruba Beach Café traffic shall use the North alley entrance.
 - b. The Event may load / unload between Dunes and Connie Hoffman Plazas between the hours of approximately 1:00 p.m. and 5:00 p.m. and from 9:00 p.m. until 10:30 p.m.
 - c. Seven (7) undesignated parking passes are granted to the permit holder to allow parking from 3:00 p.m. – 10:00 p.m. on the day of the event.
 - d. Parking will otherwise operate according to normal parking regulations.
4. Setup:
 - a. Chairs shall be placed to provide the appropriate and required pedestrian walkways (one 8' aisle in the center). All chairs used in the plaza shall have protective (rubber or plastic) feet.
 - b. Tables, chairs, stage, equipment, etc. shall not interfere with pedestrian walkways, ingress or egress.
 - c. Sidewalks next to the Event site and within the Event shall remain open and clear for pedestrian traffic.
 - d. Stage is required to have two sets of steps for egress.
 - e. The Event shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered to not pose a hazard to the public or event staff.
5. Broward Sheriff's Office (BSO):
 - a. BSO shall specify the number of detail officers needed for traffic and crowd control. The Permit Holder shall contract with BSO directly for the necessary BSO personnel within ten (10) days of receiving event approval.
 - b. BSO shall approve the Event's traffic plan, if one is required.
6. Signage
 - a. One banner is to be set on the stage. The location of the signage is subject to the approval of Town Staff and BSO.
7. Town will open El Mar Plaza restrooms by 6:00 a.m. on the event day.
8. Permit Holder is approved to use Town electric for the Event. Power use will not exceed Town's power supply of 20 amps.
9. The Event and its approved sound systems will be operated so as not to violate the Town's code, including section 13-6, Noise Limitation.
10. The Permit Holder shall provide written notice to all properties within a one-block radius of the event by November 29, 2024. The notice and distribution shall be approved by Town Hall prior to distribution.



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

11. A clean up deposit may be imposed, based on the final Site Plan, and due two weeks prior to the Event. Clean up fee starting at \$150 will be charged if the area is not cleaned to the Town's standards by 10:30 p.m. the day of the Event.
12. Final Site Plan must be presented to Town Staff for approval at least 48 hours in advance of the Event. The Permit Holder shall arrange for an inspection of the event site to occur two hours before the start of the event. This inspection shall include Town's Event Manager or designee, and the Event's dedicated on-site representative for the purpose of ensuring the event is organized in a safe manner.
13. The cost of any inspections or work required by Town Staff after normal working hours will be billed to the Event and must be paid within two weeks of invoice date.
14. Insurance:
 - a. At least thirty (30) days prior to the Event, the Permit Holder shall provide a Certificate of Liability written in comprehensive form naming the Town as additional insured in the amount of:
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury; and
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty (30) days written notice for cancellation
 - b. No required policy shall have a deductible or self-insurance retention greater than \$15,000
 - c. All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance will provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any event, the EVENT will be held responsible for providing the Town notice of any change in insurance coverage. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement will be issued as part of any required policies. Failure to comply with these requirements will justify a denial, suspension or revocation of the requested approval by the Interim Town Manager or designee.
15. In the event that control of any applicable event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Event (the "Subcontractor"), the Subcontractor shall be required to meet the insurance and indemnification requirements of set forth in the Permit and this Approval, under which the EVENT is applying, as if they were the Event and will be held responsible for compliance with the Town Code as if the Subcontractor for the Event.
16. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for the Event shall expire unless the Town Manager finds there are extenuating circumstances that the Event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the



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

citizens of the Town of Lauderdale-By-The-Sea and those attending the Event, without increasing the administration costs of the Town.

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



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

DOCUMENTS AND PERMITS REQUIRED

Insurance Needed

SIGNATURES REQUIRED

PERMIT HOLDER: I agree to comply with all conditions of this permit	
SIGNATURE OF PERMIT HOLDER:	DATE:
 RABBI BENZION SINGER PRINTED NAME	

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

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



Town Commission Agenda Item Report

Meeting Date: October 8, 2024

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

Submitting Department: Administration

Item Type: Resolution

Agenda Section: NEW BUSINESS

Subject Title: RESOLUTION 2024-37- A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH REP SERVICES, INC. FOR PURCHASE OF PARK AND PLAYGROUND EQUIPMENT, UTILIZING THE TERMS AND CONDITIONS OF MANATEE COUNTY SCHOOL DISTRICT CONTRACT OF AWARD AGREEMENT NO. 21-0053-MR ; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: Improvements to the Friedt park playground were approved in the FY24 Budget. In the fall of 2023, a committee of residents was assembled to seek their input on what improvements they would like to see made to the playground, including what kind of equipment they would like incorporated into the new design. After this feedback was received, Staff began working with a vendor on an overall concept. Over the next several months, several iterations were reviewed until a proposed concept was reached that staff felt met the Town's vision. On August 21st, the Town held a public comment meeting inviting residents to give their feedback on this design. The overall design was warmly received with some suggested revisions, such as adding a climbing structure for older children and adding shade to the swings if possible.

Tonight, staff is requesting Commission approval for the final design. Some key features of this design incorporate the Town's branding by utilizing the Town's color palette and keeping with the spirit of the Mid-Century Modern architecture style. We were able to incorporate these styling details into standardized equipment, thus minimizing expenses for more costly custom pieces. This allowed for more variety and equipment to be added to the playground. Other thoughtful design elements from resident input ensuring that the pieces are properly shaded and branching from this, we were able to include palm tree misters for additional cooling as well as another interactive item for the playground's guests to utilize. The demolition cost of the existing playground, the new equipment and its installation is \$594,211.68. This cost was procured through the use of the Manatee County School District Contract of Award No. 21-0053-MR. Section IV.E. "Cooperative Purchasing (Piggybacking)" of the Town's Purchasing Manual authorizes purchases to be made utilizing existing contracts from other government agencies that have resulted from a competitive vendor selection process. This cost is

exclusive of the play surface for the playground, which will be brought forward in a separate agenda item on October 22nd. The vendor anticipates all the equipment to be delivered within 6 months of receiving a purchase order.







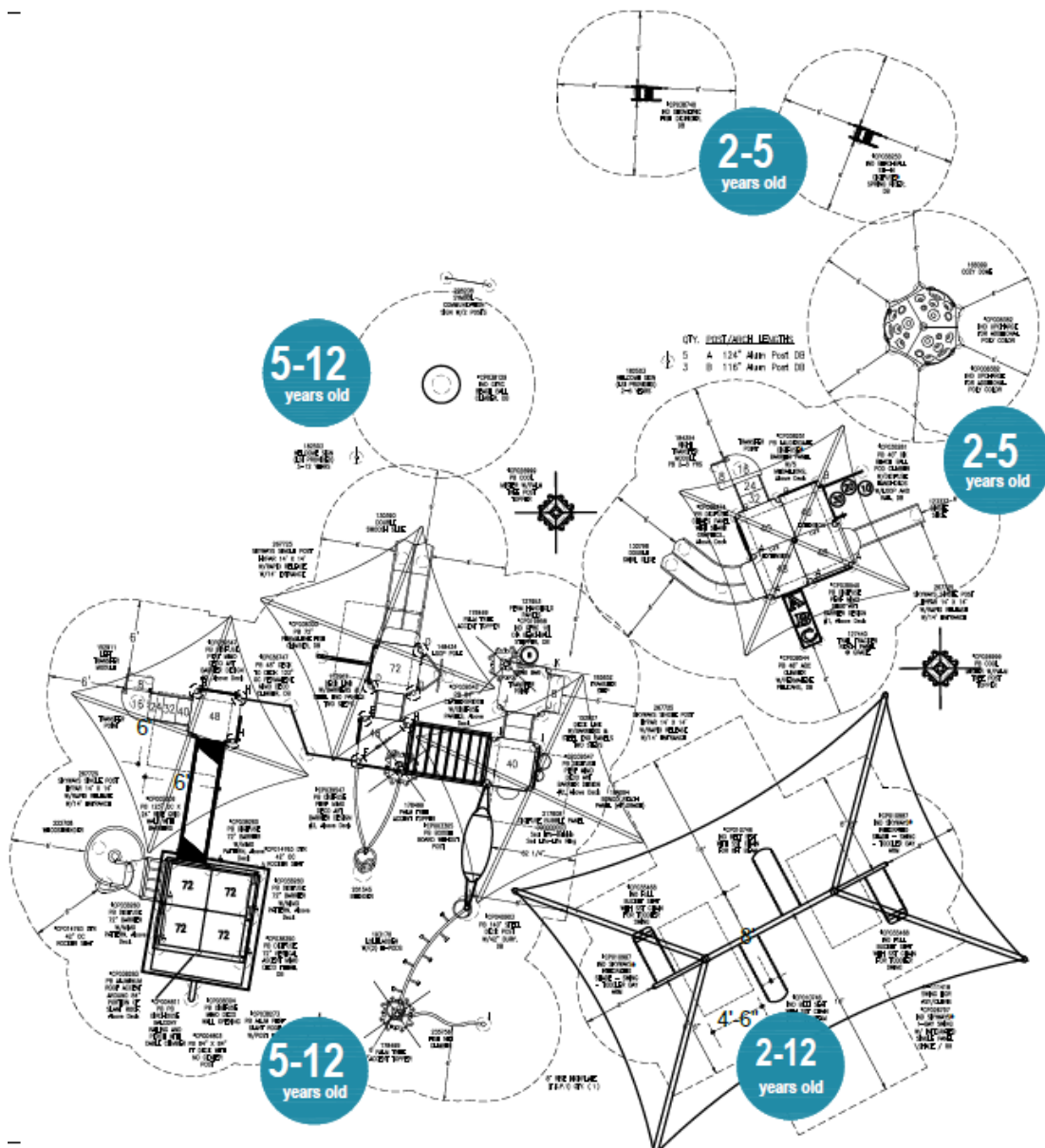
landscape
structures

20408, Lauderdale by the Sea- Friedt Park

1182058-02-05-08 • 09.11.2024

REP SERVICES, INC.
Experts at Play & Outdoor Spaces
1801 SW 10th Avenue, Suite 200, Fort Lauderdale, FL 33334

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Staff is also pleased to remind the Commission about the \$200,000 from the Florida Recreation Development Assistance Program (FRDAP) for the playground renovations that we received (28% of the original budget). This project is funded in the FY25 CIP from account 300-577100-500630.

Recommendation: Approve Resolution 2024-37 Authorizing the Town Manager to execute an agreement with Rep Services, Inc. for purchase of Park and Playground Equipment utilizing the Manatee County School District Contract of Award Agreement No. 21-0053-MR.

Exhibits:

1. Resolution 2024-37 - Approving A Piggyback Agreement With REP Services Inc. For Playground Equipment

RESOLUTION NO. 2024-37

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH REP SERVICES, INC. FOR PURCHASE OF PARK AND PLAYGROUND EQUIPMENT UTILIZING THE TERMS AND CONDITIONS OF THE MANATEE COUNTY SCHOOL DISTRICT CONTRACT AWARDED PURSUANT TO INVITATION TO BID NO. 21-0053-MR; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) desires to enhance the recreational amenities available to residents and visitors by purchasing new park and playground equipment (the “Project”); and

WHEREAS, Manatee County School District (the “School District”), entered into an agreement with REP Services, Inc. (the “Contractor”), pursuant to the School District Invitation To Bid No. 21-0053-MR for park and playground equipment (the “School District Agreement”); and

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

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

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

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

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the Piggyback Agreement with the Contractor, utilizing the School District Agreement.

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

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

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

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

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

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

PASSED AND ADOPTED this _____ day of _____, 2024.

Mayor Edmund Malkoon

Attest:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**TOWN OF LAUDERDALE-BY-THE-SEA AGREEMENT WITH REP SERVICES, INC.
(Piggyback Competitive Award)**

This Agreement is made this ____ day of _____, 2024 (the "Effective Date") between the Town of Lauderdale-By-The-Sea, a municipal corporation organized and existing under the laws of the State of Florida and whose address 4501 North Ocean Drive, Lauderdale-By-The-Sea, FL 33308 (the "Town"), and REP Services Inc. (the "Contractor").

WITNESSETH

WHEREAS, the Town wishes to enter into an agreement with the Contractor (this "Agreement") for the purchase of new park and playground equipment to enhance recreational amenities available to residents and visitors (the "Project"); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between Manatee County School District (the "School District") and the Contractor as set forth in the School District Invitation To Bid No. 21-0053-MR, attached hereto and incorporated herein as Exhibit "B" (the "School District Contract"); and

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

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

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

Section 1. Contract Terms. The terms and conditions of the School District Contract, attached hereto as Exhibit "B," is incorporated as though fully set forth herein. In the event of conflict between or among this Agreement and the terms and conditions of the School District Contract, the order of priority shall be: this Agreement, and the School District Contract.

The following additional provisions are included:

- A. The "Town of Lauderdale-By-The-Sea" and "the Town" shall be deemed substituted for "Manatee County School District" with regard to any and all

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

B. The Town shall compensate the Contractor pursuant to the rates set forth in the Contractor's quote, attached hereto as Exhibit "C," in an amount not to exceed \$ \$594,211.68 (the Quote").

C. 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.

D. Public Records

1. Contractor shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:
2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
3. Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager,

at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

6. Any compensation due to Contractor shall be withheld until all records are received as provided herein. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT townclerk@lauderdalebytheseafl.gov, OR BY MAIL: Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The Sea, Florida 33308.**

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

E. Scrutinized Companies

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

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

F. ETHICS

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

G. INSURANCE

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

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

Contractor and the insurance carrier.

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

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

H. INDEMNIFICATION

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

I. NONCOERCIVE CONDUCT AFFIDAVIT.

Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required

affidavit attached hereto and incorporated herein.

J. PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.

If this contract contemplates the Town giving access to an individual's personal identifying information, then the following applies:

1. Pursuant to Section 287.138, Florida Statutes, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria of Section 287.1838, Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

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

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

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

For Contractor: REP SERVICES, INC.
 Attn: President
 165 W. Jessup Ave.
 Longwood, FL 32750-4146

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

parties.

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

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

TOWN:

CONTRACTOR:

TOWN OF LAUDERDALE-BY-THE-SEA

REP SERVICES, INC.

Linda Connors, Town Manager

Date: _____

Date: _____

Attest: _____
Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with the Town is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, I hereby affirm under penalty of perjury that:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and the Town, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed 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

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the Town may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Town which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed 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: _____)

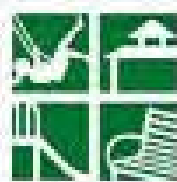
Did take an oath; or

Did not take an oath

Manatee County School District Contract

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REP SERVICES, INC.

Experts at Play & Outdoor Spaces



PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

Contract of Award Agreement No. 21-0053-MR

THIS AGREEMENT is entered into by and between the Manatee County School District, hereinafter "District" and Rep Services Inc. , "Contractor".

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follow:

1. **The Work:** Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

PARK AND PLAYGROUND EQUIPMENT, SDMC No. 21-0053

2. **Contract Term:** The term of this Agreement shall be from September 1, 2020_ through August 31, 2023 . Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.
3. **Payment Terms:** The standard payment terms for the School District of Manatee County are Net 30. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.
4. **Invoice Requirements:** The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5. **Non-Funding:** In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.
6. **Termination for Cause:** The School District of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the

termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

Termination for Convenience: Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

7. **Compliance with the Sunshine Law:** The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et. seq. and Fla. Stat. sec. 119.01 et. seq. The contracting party with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.
8. **Equal Employment Opportunity:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
9. **Anti-Discrimination:** a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.
10. **Minority, Small, and Women Owned Business:** School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.
11. **Force Majeure:** The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restriction, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during

the duration of the Force Majeure., In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

12. **Governing Law:** This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.
13. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.
14. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the nonFederal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
15. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
16. **Clean Air Act** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended: Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

17. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
18. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
19. **Section 6002 of The Solid Waste Disposal Act:** The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).
20. **Record Retention Requirements for Contracts Paid for with Federal Funds** 2 CFR §200.333: When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
21. **Indemnification:** Contractor agrees to defend indemnify and hold harmless the School Board, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a contract Contractor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in aggregate coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable, Contractor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification. Failure to provide such insurance allows the District the election to immediately terminate this agreement.
22. **Insurance:** Contractor shall furnish the School District of Manatee County with proof of:
 - a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
 - b. Employer's Liability Insurance in an amount not less than \$1,000,000.00 per occurrence.

- c. Comprehensive General Liability Insurance in an amount equal to or greater than \$1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
 - i. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
- d. Liability Insurance in an amount equal to or greater than \$1,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
- e. Liability Insurance equal to or greater than \$1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

23. **Compliance with Jessica Lunsford Act:** The School District of Manatee County and State of Florida, requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at www.manateeschools.net.

24. **Sovereign Immunity:** The parties acknowledge and agree that the School Board of Manatee County, Florida, as an agency of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Linda Lambert, Communications/ Public Records Associate, 215 Manatee Avenue W. Bradenton, Florida, 34205
(941) 708-8770 lambertl@manateeschools.net

25. **Entire Agreement:** The proposal and this agreement constitutes the entire agreement between the parties and supersedes all prior agreements or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

26. **Authority to Execute:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

SIGNATURES:

CONTRACTOR

Contract of Award Agreement

[Bid/RFP Park and Playground Equipment, SDMC No. 21-0053-MR

Nathan Almon

Signature

Nathan Almon

Type or Print Name

Rep Services, Inc

Business/Company Name

165 W Jessup Ave

Address

Longwood FL 32750

City, State, Zip

8-3-20

Date

President

Title

407-831-9658

Phone

Fax

nathan@rep-services.com

Email

SCHOOL DISTRICT OF MANATEE COUNTY

Doug Wagner

Doug Wagner (Aug 18, 2020 12:26 EDT)

Deputy Superintendent of Operations

Date

8/17/2020

Mitchell Testalbaum

Legal Counsel

Cynthia Saunders

Digitally signed by Cynthia
Saunders
Date: 2020.08.27 15:21:16
-04'00'

Date

8/27/2020

Superintendent

Date

SCHOOL BOARD

Gina Messenger

Digitally signed by Gina
Messenger
Date: 2020.08.27 15:21:45
-04'00'

Board Chair

8/27/2020

Date

Whitaker, Devon	Al Bosgraaf & Sons, Inc. / 1-4-2021	
Diaz, Troy	Al Bosgraaf & Sons, Inc. / 3-5-2023	
Bennett, Anthony	Al Bosgraaf & Sons, Inc. / 8-29-2021	
Goodnight, Danny	Al Bosgraaf & Sons, Inc. / 8-29-2021	
Bosgraaf, John	Al Bosgraaf & Sons, Inc.	7-20-2020 / 9:40AM
Pitts, Codi	Al Bosgraaf & Sons, Inc.	7-20-2020 / 9:30AM
Kline, Daniel	Al Bosgraaf & Sons, Inc.	7-20-2020 / 9:50AM
LeBrun, Jarod	Al Bosgraaf & Sons, Inc.	7-20-2020 / 9:10AM
Trenchard, Tyler	Al Bosgraaf & Sons, Inc.	7-20-2020 / 9:20AM
Bosgraaf, Gerald	Al Bosgraaf & Sons, Inc.	7-2-2020 / 10:00AM

Contractor/Vendor Disqualifiable Offenses:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
- ❖ Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.



PURCHASING DEPARTMENT

215 Manatee Avenue West

Bradenton, Florida 34205

Direct Line (941) 708-8770 FAX line (941) 708-8

**Renewal Amendment, Park and Playground Equipment SDMC No. 21-0053
MR, R newal 1 (One)**

This Amendment to Park and Playground Equipment, SDMC No. 21-0053-MR("Contract") is made and entered into as of the last date signed below by and between The School District of Manatee County ("District") and Rep Services, Inc. ("Contractor"). District and Contractor are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

1. CONTRACT RENEWAL:

- 1.1 The District hereby executes its first renewal option for a period from September 1, 2023 through August 31, 2024. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District.

2. CONFLICT OF TERMS:

- 2.1 To the extent any of the terms of this agreement conflict with the terms of the contract, the terms of this agreement shall control. All other terms of the contract remain in full force.

3. WARRANTY OF AUTHORITY

- 3.1 Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party.

4. PAYMENT TERMS:

- 4.1 The standard payment terms for the School District of Manatee County are Net 45. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

5. INVOICE REQUIREMENTS:

- 5.1 The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.
- The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.
- The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

6. NON-FUNDING:

- 6.1 In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

7. TERMINATION FOR CAUSE and CONVENIENCE:

- 7.1 Termination for Cause—The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required

8. **COMPLIANCE WITH THE SUNSHINE LAW:**

- 8.1 The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et. seq. and Fla. Stat. sec. 119.01 et. seq. The contracting party with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

9. **EQUAL EMPLOYMENT OPPORTUNITY:**

- 9.1 Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1. b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

10. **ANTI-DISCRIMINATION:**

- 10.1 a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.
- b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

11. **MINORITY, SMALL, AND WOMEN OWNED BUSINESS:**

- 11.1 School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when

participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

12 **FORCE MAJEURE:**

- 12.1 The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restriction, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure., In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

13 **GOVERNING LAW:**

- 13.1 This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

14 **DAVIS-BACON ACT:**

- 14.1 as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.

15 **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

- 15.1 (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the nonFederal entity in excess of \$100,000 t at involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 16 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**
- 16.1 If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 17 **CLEAN AIR ACT:**
- 17.1 42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended: Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–767 q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 18 **DEBARMENT AND SUSPENSION:**
- 18.1 (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 19 **BYRD ANTI-LOBBYING AMENDMENT:**
- 19.1 (31 U.S.C. 1352): Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
20. **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:**
- 20.1 The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014)

21. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS:**
- 21.1 2 CFR §200.333: When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
22. **INDEMNIFICATION:**
- 22.1 Contractor agrees to defend indemnify and hold harmless the School Board, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a contract Contractor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in aggregate coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable, Contractor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification. Failure to provide such insurance allows the District the election to immediately terminate this agreement.
23. **INSURANCE:**
- 23.1
- a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
 - b. Employer's Liability Insurance in an amount not less than \$1,000,000.00 per occurrence.
 - c. Comprehensive General Liability Insurance in an amount equal to or greater than \$1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
 - i. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
 - d. Liability Insurance in an amount equal to or greater than \$1,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
 - e. Liability Insurance equal to or greater than \$1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.
24. **COMPLIANCE WITH JESSICA LUNSFORD ACT:**
- 24.1 The School District of Manatee County and State of Florida, requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at www.manateeschools.net.
25. **SOVEREIGN IMMUNITY:**

- 25.1 The parties acknowledge and agree that the School Board of Manatee County, Florida, as an agency of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Public Records Custodian, 215 Manatee Avenue W. Bradenton, Florida, 34205
(941) 708-8770 publicrecords@manateeschools.net

26. AUTHORITY TO EXECUTE:

- 26.1 The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Contract Documents.

27. ASSIGNMENT:

- 27.1 Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a Charter School, this contract may be cancelled by the School District upon thirty days written notice and the School Board will be released of any and all obligations under this contract.

28. COVID 19

- 28.1 The Vendor agrees to follow The School District of Manatee County's protocols pertaining to COVID-19.

29. EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):

- 29.1 By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other remuneration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E Verify system, located at <https://e-verify.uscis.gov/emp> to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

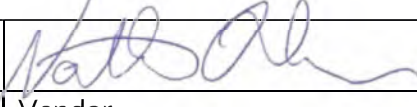
The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith belief that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will

immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: 7099544

REP SERVICES, INC.		165 WEST JESSUP AVENUE, LONGWOOD, FL 32750
BUSINESS/COMPANY NAME		ADDRESS
407-831-9658		NATHAN@REPSERVICES.COM
PHONE		EMAIL
NATHAN ALTMAN		PRESIDENT
TYPE OR PRINT NAME		TITLE
SIGNATURES:		
		8/9/202
Vendor		Date
SCHOOL DISTRICT OF MANATEE COUNTY:		
		8/17/2023
Purchasing Department		Date

The current awarded tabulation is posted on the Purchasing website: www.manateeschools.net

If you do not agree to this renewal, please indicate on this renewal agreement and return to Purchasing Department.

TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR		
BIDDERS:	ITEM 1: PLAYGROUND EQUIPMENT	Discount
Rep Services. Inc.	Catalog Name	
	Landscape Structures, Inc.	3%
	ITEM 2: SITE EQUIPMENT	
	DuMor Site Furnishings	3%
	ITEM 3: SHADE STRUCTURE	
	SkyWays Shades	3%
	USA Shade	3%
	Porter Corp	3%
	ITEM 4: SURFACING MATERIALS	
	Forever Lawn	3%
	VitriTurf	3%
	No Fault Sports Group	3%
	iMulch	3%
	Irvine	3%
	ITEM 5: INSTALLATION OF PLAYGROUND EQUIPMENT, SITE EQUIPMENT, SHADE STRUCTURE AND SURFACING MATRERIAL	
	Installer/Sub Contractor Name	Percentage Mark up
	Johnny Pitts Construction	85%
	Al Bosgraaf and Sons, Inc.	85%

 REP SERVICES, INC. <i>Experts at Play & Outdoor Spaces</i> Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade Phone: 407.831.9658 Fax: 866.232.8532 E-mail: sales@rep-services.com			E-mail POs and contracts to: contracts@rep-services.com			CGC1508223 FEIN 59-2978507 Page 1 of 5 Please mail checks to: Rep Services, Inc. 165 W. Jessup Ave Longwood, FL 32750-4146		
Proposed To: Lauderdale-By-The-Sea 4501 N Ocean Dr Lauderdale By The Sea, FL 33308-3610 Attn: Ken Rubach			Ship To: TBD at a later date Attn:			Bill To: Lauderdale-By-The-Sea 4501 N Ocean Dr Lauderdale By The Sea, FL 33308-3610 Attn: Ken Rubach		
Project No: 20408 Proposal No: 20408.06 Proposal Date: 9/20/2024			Project Name: Lauderdale by the Sea- Friedt Park Proposal Name: Friedt Park Playground Proposal Expires: 10/19/2024			Project Contact: Ken Rubach Project Location: 4201 N. Ocean Dr. Lauderdale By The Sea, FL 33308 Project County: Broward		
For Questions Contact: Wendy Bowerman Consultant: Kevin Harding			☎ 407-853-3557 ☎ 407-853-3575 ✉ wendy@rep-services.com ✉ kevin@rep-services.com			Opt/Rev: A/4 9/20/24 - WB		
Vendor: Landscape Structures			Proj Drawings: 1182058-02-05			598218		
Class	Part No	Qty	Description	Unit Price	Ext Price			
PlayBooster 2-5								
Custom	CP008382	2 EA	Upcharge For Additional Poly Color - Per Model	150.00	300.00			
	CP008474	1 EA	Digifuse Chimes Panel With Shark Graphics. @ Grade - Double Sided, Artwork By Lsi	4,565.00	4,565.00			
	CP038250	1 EA	Beachball Sit-in Digifuse Spring Rider DB - With Permalene Backer	3,225.00	3,225.00			
	CP038251	1 EA	Lauderdale Digifuse Barrier Panel W/5 Medallions Above Deck - Includes 5 (2 Curved, 3 Flat) Art By Lsi.	3,340.00	3,340.00			
	CP038281	1 EA	40" Dk Beach Ball Pod Climber W/digifuse Handholds W/loop And Rail DB - Pod Heights At 30"/20"/10". Digifuse Cladding Pattern On Handholds. Art By Lsi.	3,850.00	3,850.00			
	CP038740	1 EA	Geometric Fish Digirider DB - Art By Lsi. Approval Required. Gray Permalene Seat.	2,605.00	2,605.00			
	CP039544	1 EA	48" Abc Climber W/permalene Pelicans DB - Three Pelicans - Each A Different Standard Permalene Color	2,725.00	2,725.00			
	CP039546	1 EA	Digifuse Perf Mimo Deco Art Barrier Design #1 Above Deck - No Climb Perf, Doublesided Digifuse Pb Barrier Panel. Art By Lsi	3,030.00	3,030.00			
Decks	PB111228A-001	2 EA	Square Tenderdeck	1,375.00	2,750.00			
	PB111229A-001	2 EA	Square Deck Extension	1,310.00	2,620.00			
	PB121948A-001	2 EA	Kick Plate 8"rise	150.00	300.00			
	PB184354B-001	1 EA	Curved Transfer Module - Right 2-5yrs 40"dk DB	4,160.00	4,160.00			
Enclosures	PB127440A-002	1 EA	Trail Tracker Reach Panel - Ground Level	625.00	625.00			
Posts	PB111404D-001	5 EA	124"alum Post DB	475.00	2,375.00			
	PB111404E-001	3 EA	116"alum Post DB	415.00	1,245.00			
Sensory Play	IP168099A-001	1 EA	Cozy Dome DB	5,920.00	5,920.00			
Signs	IP182503A-001	1 EA	Welcome Sign (Isi Provided) - Ages 2-5 Years Direct Bury	0.00	0.00			
Slides & Gliders	PB123337A-005	1 EA	Single Slide 48"dk DB	2,090.00	2,090.00			
	PB130798A-001	1 EA	Double Swirl Slide - 48"dk DB	3,025.00	3,025.00			
PlayBooster 5-12								
Climbers	PB148434B-007	1 EA	Loop Pole Perm Handholds - 72"dk DB	1,635.00	1,635.00			
	PB152907B-001	2 EA	Deck Link W/barriers - Steel End Panels 2 Steps	2,745.00	5,490.00			
	PB235756A-001	1 EA	Fish Net DB	3,500.00	3,500.00			
Custom	CP001071	1 EA	Upcharge For Additional Post Color Custom - Per Ss Box	150.00	150.00			
	CP003150	1 EA	Upcharge For Ral Color Proshield - Any Ral Color On The Chart, Per Color, Per Order	2,340.00	2,340.00			
	CP003305	1 EA	Boogie Board Without Post - Boogie Board Without Pb 108" Steel Post. *note: Designer Should Insert Or Use Steel Post (8" Taller Than Std) For This When Applicable.	2,760.00	2,760.00			
	CP004803	1 EA	89" X 110" Tt Deck Extension With No Center Post - For Use With Cp004811 Or Similar	3,895.00	3,895.00			
	CP004811	1 EA	Pb Birdhouse Balcony Railing And Perch With Cable Climber - For 72" Deck, For Use With Cp004803	11,285.00	11,285.00			
	CP005306	1 EA	123" Oc X 24" Rise Grid Walk With Barriers	13,355.00	13,355.00			
	CP014763A-001	2 EA	Dtr Pb 42" Oc Rocker Seat	850.00	1,700.00			

	CP019958	1 EA	Gfrc 16i Dia Beachball Stepper DB - 16i Dia/8i Height - Painted Like Beachball	2,825.00	2,825.00
	CP026999	2 EA	cool Mister W/palm Tree Post Topper	11,240.00	22,480.00
	CP035468	2 EA	full Bucket Seat With Sst Chani For Toddler Swing	810.00	1,620.00
	CP038129	1 EA	Gfrc Beach Ball Climber DB - Approx 36i Diameter - 6 Colors - Direct Bury Post	11,330.00	11,330.00
	CP038260	3 EA	Digifuse 72" Window Barrier W/mimo Pattern Above Deck - Doublesided Graphics - Art By Lsi. 2 Cutouts With Lexan	5,965.00	17,895.00
	CP038273	1 EA	Alum Perf Slant Roof W/post Ext. - Goes Above Cp004803. Includes Required Post Extensions To Be Used With Inserted Roof Posts (quoted Separately)	18,110.00	18,110.00
	CP038283	1 EA	Aluminum Roof Accent Around 84" Portion Of Slant Roof Above Deck - To Be Used With Slant Roof	4,310.00	4,310.00
	CP038290	1 EA	Digifuse 72" Vertical Ascent Mimo Deco Theme DB - Artwork By Lsi, Approval Required.	5,090.00	5,090.00
	CP038300	1 EA	72" Permalene Fish Climber DB - Includes Set Of Permalene Handholds. Pipe Frame With Permalene Infill.	6,285.00	6,285.00
	CP038304	1 EA	Digifuse Mimo Deco Wall Opening - To Be Used With Cp004803 And Cp004811. Doublesided Digifuse With Aluminum Framed Opening	8,405.00	8,405.00
	CP038747	1 EA	48" Deck To Deck 123" Oc Permalene Mimo Deco Climber DB - Similar To Cascade Climber. 123" Oc To Connect Two 48" Decks. Includes Two Barriers With Permalene Infills. 4 Standard Permalene Colors - 1 For The Barrier Panels And 3 Additional For The Climber S	10,565.00	10,565.00
	CP039542	1 EA	84" Clatterbridge W/digifuse Panels Above Deck - 2'-6" Tall Digifuse Panels On The Outside Of Both Barriers. Art By Lsi.	15,090.00	15,090.00
	CP039547	3 EA	Digifuse Perf Mimo Deco Art Barrier Design #2 Above Deck - No Climb Perf, Doublesided Digifuse Pb Barrier Panel. Art By Lsi	3,030.00	9,090.00
	CP040903	1 EA	140" Steel Deck Post W/42" Bury DB - For End/intersection Of Boogie Board And Lolliladder.	790.00	790.00
Decks	PB111228A-001	4 EA	Square Tenderdeck	1,375.00	5,500.00
	PB121949A-001	1 EA	Tri-deck Kick Plate 8"rise	225.00	225.00
	PB122197A-001	2 EA	90* Triangular Tenderdeck	1,155.00	2,310.00
	PB152911C-004	1 EA	Curved Transfer Module - Left 48"dk DB	3,900.00	3,900.00
	PB185852A-001	1 EA	Transfer Step W/2 Handloops - DB	1,350.00	1,350.00
Enclosures	PB127953A-001	1 EA	Handhold Panel Set	370.00	370.00
	PB164094B-001	1 EA	Bongo Reach Panel Ground Level	1,195.00	1,195.00
	PB217908A-001	1 EA	Digifuse Bubble Panel - Above Deck - Sea Life-bubble/life Ring - 000000013	1,965.00	1,965.00
Kids In Motion	PB120901A-001	1 EA	Grab Bar	255.00	255.00
	PB201545A-001	1 EA	Blender Spinner DB	3,340.00	3,340.00
Overhead Events	PB193170A-001	1 EA	Lolliladder W/2 E-pods	3,370.00	3,370.00
Parts	111418	4 EA	5" Swing Hanger Clamp Assembly, Complete, Specify Color, Order Chain Separately	125.00	500.00
Posts	PB111403A-001	7 EA	182"alum Post For Roof DB	590.00	4,130.00
	PB111403M-001	1 EA	166"steel Post For Roof DB 42" Bury	550.00	550.00
	PB111403O-001	1 EA	150"steel Post For Roof DB	530.00	530.00
	PB111403R-001	1 EA	126"steel Post For Roof DB	480.00	480.00
	PB111404A-001	3 EA	148"alum Post DB	530.00	1,590.00
	PB111404C-001	1 EA	132"alum Post DB	495.00	495.00
	PB111404D-001	4 EA	124"alum Post DB	475.00	1,900.00
	PB111404E-001	4 EA	116"alum Post DB	415.00	1,660.00
	PB111404G-001	2 EA	100"alum Post DB	390.00	780.00
	PB111404H-001	1 EA	92"alum Post DB	370.00	370.00
	PB111404O-001	1 EA	132"steel Post DB 42" Bury	395.00	395.00
Roofs	PB178469A-001	3 EA	Palm Tree Accent Topper - Custom	2,175.00	6,525.00
Signs	IP182503C-001	1 EA	Welcome Sign (Isi Provided) - Ages 5-12 Years Direct Bury	0.00	0.00
	IP298208A-001	1 EA	Symbol Communication Sign W/2 Posts DB	2,190.00	2,190.00
Slides & Gliders	PB130390A-003	1 EA	Double Swoosh Slide - 72"dk DB	3,155.00	3,155.00
	PB222708A-001	1 EA	Whooshwinder Slide - 72"dk DB	6,760.00	6,760.00
Swings	CP010746	2 EA	Belt Seat With Sst Chain For 8 Ft Beam	585.00	1,170.00

		Product Subtotal:		\$285,705.00	
		Discount per the School District of Manatee Co. #21-0053-MR		3%	(\$8,571.15)
		Discounted Product Total:		\$277,133.85	
		Signed & Sealed Engineering:		\$5,400.00	
Freight: Prepaid		Ship Method: Best Way	FOB: Destination	Weight: 11,814 lbs	Freight Charge \$19,170.00
		Landscape Structures Total:		\$301,703.85	

Vendor: LSI SkyWays

Proj Drawings: 1182058-02-05

598220

Class	Part No	Qty	Description	Unit Price	Ext Price
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PlayBooster 2-5

Shade	IP267725H-001	1 EA	Skyways Single Post Hypar 14'x14' Shade - 14' Entry Height W/rapid Release	8,174.00	8,174.00
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PlayBooster 5-12

Custom	CP010987	2 EA	Skyways Integrated Shade - Swing - Toddler Bay Arm - Arm To Add A Toddler Swing 175038 / Add 111418 Swng Clmps. Situational Usage, Swing Frame Must Be Manufactured To Accept Toddle	761.00	1,522.00
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	CP026797	1 EA	Skyways 1-bay Swing W/ Integrated Single Panel Shade / Rr - 8' Swing Beam, Hip Style / 2 Columns + 1 Hdpe Top / Add 111418 S	19,021.00	19,021.00
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Shade	IP267725H-001	3 EA	Skyways Single Post Hypar 14'x14' Shade - 14' Entry Height W/rapid Release	8,174.00	24,522.00
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		Product Subtotal:		\$53,239.00	
		Discount per the School District of Manatee Co. #21-0053-MR		3%	(\$1,597.17)
		Discounted Product Total:		\$51,641.83	
		Signed & Sealed Engineering:		\$7,100.00	
Freight: Prepaid		Ship Method: Best Way	FOB: Destination	Weight: 2,360 lbs	Freight Charge \$5,010.00
		LSI SkyWays Total:		\$63,751.83	

Vendor: RSI Installer

598431

Item	Qty	Description	Unit Price	Ext Price
PERMIT FILING	1 EA	Charge for document preparation for building permit.	1,100.00	1,100.00
PERMIT FEE	1 EA	Permit Fees charged by Building Department for the building permit and by the Clerk of Circuit Court for the Notice of Commencement.	16,768.00	16,768.00
INS-LSI	1 LT	Equipment Installation - Landscape Structures Design # 1182058-2-3	110,815.00	110,815.00
INS-CON FT	1 EA	Install concrete footing for integrated shade	3,125.00	3,125.00
INS-SKY	1 LT	Equipment Installation - LSI SkyWays	8,335.00	8,335.00
INS-CON FT	3 EA	Install concrete footings for SKY shade	975.00	2,925.00
TRASH REMOVAL	1 LT	Trash removal from jobsite	1,085.00	1,085.00
OFFLOADING	1 LT	Offloading Equipment & Mobilization	2,085.00	2,085.00
SITE WORK	5,360 SF	Lite Site work to prepare for playground installation and surfacing.	2.45	13,132.00
INS-CON CURB	285 LF	Installation of concrete curbing	36.20	10,317.00
DEMO	1 LT	Demolition of existing Playground and surfacing	14,070.00	14,070.00
OTHER	38 LF	24" Plastic root barrier. Provide and install. Root pruning by others.	97.50	3,705.00
INS-SURFACING SUBBASE	5,360 SF	Install subbase for surfacing	4.25	22,780.00
RSI Installer Total:			\$210,242.00	

Vendor: Surety

Proj Drawings:

598433

Class	Part No	Qty	Description	Unit Price	Ext Price
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Miscellaneous	BOND	1 EA	RSI Payment & Performance Bond	18,514.00	18,514.00
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Surety Total:

\$18,514.00

General Terms of Sale and Proposal Summary

100% of product prior to fabrication.		Product:	\$359,789.68
		Installation:	\$210,242.00
		Freight:	\$24,180.00
		Proposal Total:	\$594,211.68

Notes

Landscape Structures' SkyWays pricing is per the School District of Manatee County Contract #21-0053-MR. Installation is limited to 85% of product price, before freight. (Installation does not include site prep, slabs, footings or engineering).

Landscape Structures pricing is per the School District of Manatee County Contract #21-0053-MR. Installation is limited to 85% of product price, before

freight. (Installation does not include site prep, slabs, footings or engineering).

Basis of Proposal:

Our offer is based upon Landscape Structures (LSI) design 1182058-02-05. Proposal is for demo of existing playground, supply and installation of new playground. Surfacing is not a part of this proposal.

Due to proximity to ocean LSI will have a limited warranty.

If a owner controlled insurance program (OCIP) is required, add 2% to the proposal total.

Also, please be aware that we generate separate invoices for product at the time of delivery, then we invoice for installation upon completion. This is the customary approach in construction and eliminates sales tax on installation services. If your project should include products from multiple manufacturers, be advised that the products will be invoiced separately.

Estimated project completion schedule

(This schedule starts when all needed information to direct engineering has been gathered.)

- 6 Weeks: Engineering for shade and playground
- 4 Weeks: Permitting/Submittal Approval
- 20 Weeks Longest manufacturing lead time. (Typical for scheduling.)
- 1 Week Shipping
- 8 Weeks Installation
- 39 Weeks TOTAL

Note that RSI is committed to do all it can to meet the needs of your project.

Landscape Structures:

Color selection to be made at time of color submittal approval

The Owner/Operator shall install protective surfacing in accordance with specifications F1292 and F1951, as applicable (ref. ASTM F3101-15 10.2). Protective surfacing material must have a critical height value to meet the maximum fall height for the equipment and be accessible (ref. ASTM F3101).

LSI Coastal Considerations

As is known, the location of this playground subjects the equipment to a highly corrosive environment. Daily, the equipment will receive a coating of salt spray from the Atlantic/Gulf/Intercoastal waters. This will impact the structure. We want to bring your attention to some salient factors.

1.D uring the fabrication process, we take certain steps to help mitigate the corrosion risk. We will apply a treatment to enhance corrosion protection at the powder coated steel weldments. These parts will be sandblasted to promote paint adhesion and improve corrosion resistance by providing an optimal profile on surfaces, edges, and weld joints for the ProShield® finish. We will utilize powder coated aluminum posts, aluminum clamps, stainless steel hardware, polyethylene plastics and aluminum barriers wherever possible. These actions will reduce the risk of rust.

2. This equipment will require regular maintenance to minimize corrosion. We will provide instructions and an initial supply of spray paint to support this effort. You will need to keep a log of your maintenance efforts.

3. Included as part of this proposal we have submitted a copy of the Landscape Structures warranty as well as an example of a maintenance log. See the references to salt spray environments. When submitting a warranty claim, it is likely you will be asked to verify your maintenance efforts with the above-mentioned log.

Installation:

Unless otherwise noted, the following items are to be *PROVIDED BY CUSTOMER* prior to installation:

- Signed & sealed site plan or survey
- Access for machines and labor crew to equipment installation location
- Staging area
- Geotechnical Report
- Tree survey and barriers
- Private underground utilities located and marked

Our scope does not include:

- Davis Bacon Wage Rates
- Certified Payroll Rates
- Enrollment of Owner Controlled Insurance Plan
- Sod & Landscape Restoration
- Dumpster at the site for trash and waste material
- Soils testing
- Site security
- Water
- Dewatering and drainage considerations
- Concrete testing

Installation Charges on this proposal are based on NO UNFORESEEN conditions in the area, above or below the surface. If unforeseen conditions arise, the installation charges will change to reflect additional costs associated with dealing with those circumstances. Examples of this include but are not limited to: site not ready upon installer's arrival, underground utilities, or difficulties with footers due to coral rock or ground water in the holes.

Time Limitations Holding Prices Firm:

Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

If, during the performance of this contract, the price of a product increases 3% or more as documented by factory quotes, invoices or receipts to contractor (Rep Services, Inc.) from the date of the contract signing the price of shall be equitably adjusted by an amount reasonably necessary to cover such price

increases. Where the delivery of a product is delayed, through no fault of contractor (RSI) as a result of the shortage or unavailability of a product, contractor (RSI) shall not be liable for any additional costs or damages associated with such delay(s).

The undersigned warrants that he/she is an authorized representative of Lauderdale-By-The-Sea noted and has the requisite authority to bind Lauderdale-By-The-Sea and/or principal.

Accepted By:

Lauderdale-By-The-Sea

Company Name	Authorized By	Printed Name	Date
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As Its: _____ (Title)



EX



20408, Lauderdale by the Sea- Friedt Park

1182058-02-05-01 • 09.11.2024



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20408, Lauderdale by the Sea- Friedt Park

1182058-02-05-02 • 09.11.2024



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20408, Lauderdale by the Sea- Friedt Park

1182058-02-05-03 • 09.11.2024



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20408, Lauderdale by the Sea- Friedt Park

1182058-02-05-04 • 09.11.2024



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20408, Lauderdale by the Sea- Friedt Park

1182058-02-05-06 • 09.11.2024





20408, Lauderdale by the Sea- Friedt Park

1182058-02-05-07 • 09.11.2024





20408, Lauderdale by the Sea- Friedt Park

1182058-02-05-08 • 09.11.2024





20408, Lauderdale by the Sea- Friedt Park

1182058-02-05-09 • 09.11.2024





20408, Lauderdale by the Sea- Friedt Park

1182058-02-05-10 • 09.11.2024





20408, Lauderdale by the Sea- Friedt Park

1182058-02-05-11 • 09.11.2024



DRAWN BY:KCM		PG-1		
PLAY EQUIPMENT PLAN				
TOTAL AREA:5360 SF				
FALL HEIGHT:8'				
BORDER: 285 LF CURB				
USER CAPACITY: 100+				
SURFACING:5360 SF TURF				
SUBGRADE ELEV.: -7" BFF				
ADA SCHEDULE	FBC 240.2.1.2	TOTAL PLAY ACTIVITIES 2-5: 11		
		TOTAL PLAY ACTIVITIES 5-12: 18		
		ACCESSIBLE ELEVATED ACTIVITIES	ACCESSIBLE GROUND-LEVEL ACTIVITIES	ACCESSIBLE GROUND-LEVEL PLAY TYPES
2-5	REQ	3	2	4
	PROV	6	5	4
5-12	REQ	4	3	8
	PROV	5	10	8

WELCOME SIGN
TO BE LOCATED IN CONSULTATION WITH OWNER

⚠ WARNING
INSTALLATION OVER A HARD SURFACE SUCH AS CONCRETE, ASPHALT, OR PACKED EARTH MAY RESULT IN SERIOUS INJURY OR DEATH FROM FALLS.

⚠ WARNING
SURFACING AND PLAYSURFACES MAY BECOME HOT AND CAUSE BURNS. CHECK FOR HOT SURFACES PRIOR TO PLAYING ON THE PLAYGROUND.

GENERAL NOTES:
1. EQUIPMENT LOCATION TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION
2. ACCESSIBLE ROUTE OF TRAVEL TO THE PLAYGROUND TO BE PROVIDED BY OTHERS, UNLESS OTHERWISE NOTED
3. BASE MUST EXHIBIT POSITIVE DRAINAGE IN ALL AREAS

IT IS THE MANUFACTURERS
OPINION AND INTENT THAT THE
USE AND LAYOUT OF THESE
COMPONENTS CONFORM WITH
THE AMERICAN SOCIETY FOR
TESTING AND MATERIALS (ASTM)
STANDARD ASTM F1487

COASTAL NOTE
DUE TO THE PROJECT PROXIMITY TO THE
WATER, LANDSCAPE STRUCTURES'
COASTAL WARRANTY WILL BE APPLIED.
CHECK WARRANTY DOCUMENT FOR MORE
DETAILS.

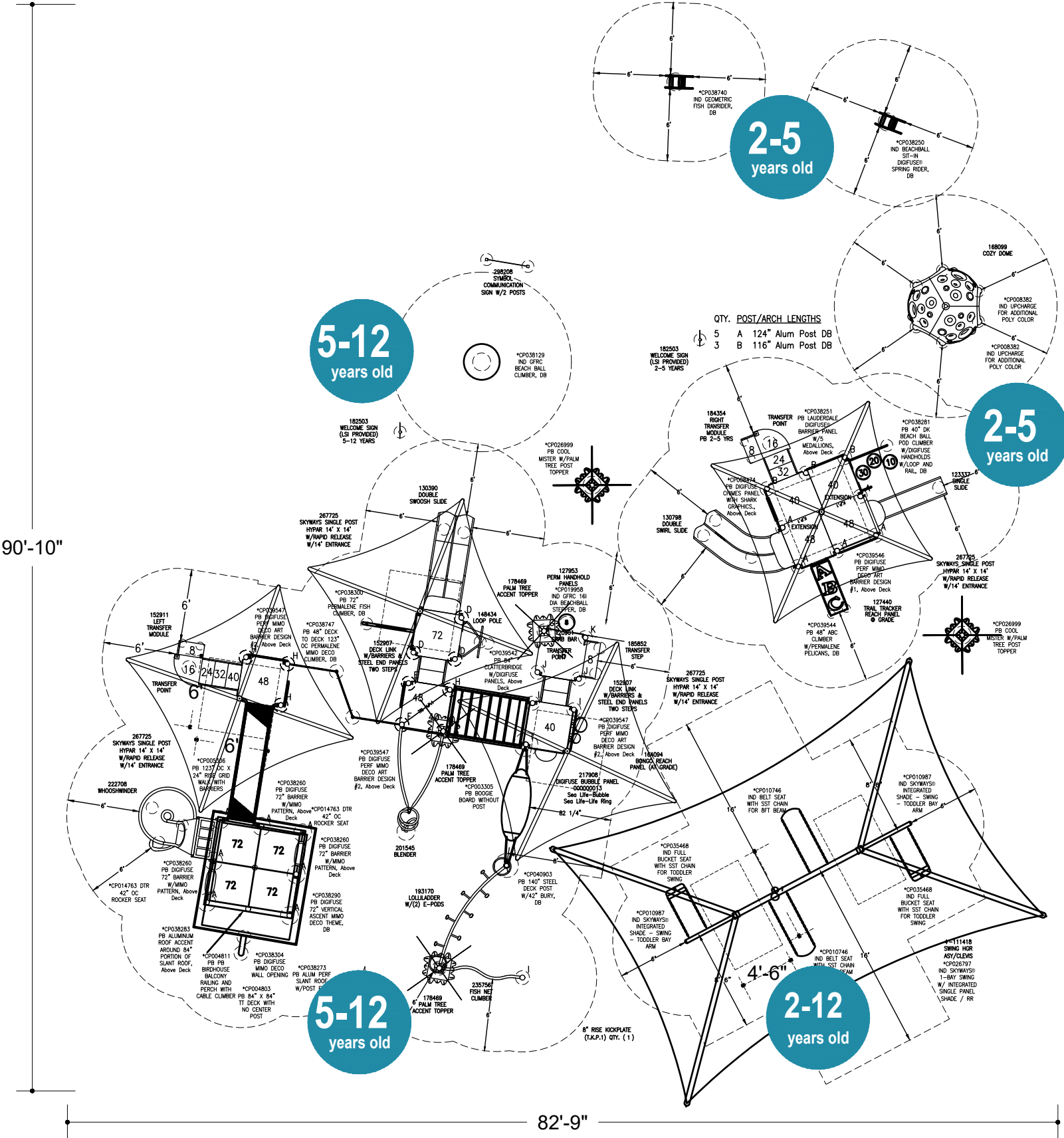
*SHADE FOOTERS ARE ESTIMATED BASED
ON RECENT PRECEDENT*
FINAL FOOTER SIZES WILL NOT BE
DETERMINED UNTIL TIME OF ENGINEERING

QTY. POST/ARCH LENGTHS	
7	A 182" Alum Roof Post DB
1	B 166" Steel Roof Post DB (42" Bury)
1	C 150" Steel Roof Post DB
3	D 148" Alum Post DB
1	E 132" Alum Post DB
1	F 132" Steel Post DB (42" Bury)
1	G 126" Steel Roof Post DB
4	H 124" Alum Post DB
4	I 116" Alum Post DB
2	J 100" Alum Post DB
1	K 92" Alum Post DB

*CP003150
IND UPCHARGE
FOR RAIL COLOR
PROSHIELD®
PINK

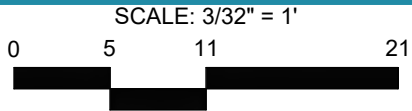
*CP001071
IND UPCHARGE
FOR ADDITIONAL
POST COLOR,
Custom

TAN - PALM TREE TRUNKS
POSTS: MAIN POST COLOR = SKY



Friedt Park

Lauderdale By The Sea, FL
PROJECT:1182058-02-05-RSI
NOT FOR CONSTRUCTION



REP SERVICES, INC.
Experts at Play & Outdoor Spaces

**DRAWN
BY:KCM**

PG-2

INSTALL PLAN

TOTAL AREA:5360 SF

FALL HEIGHT: 8'

BORDER: 285 LF CURB

USER CAPACITY: 100+

SURFACING: 5360 SF TURF

SUBGRADE ELEV.: -7" BFF

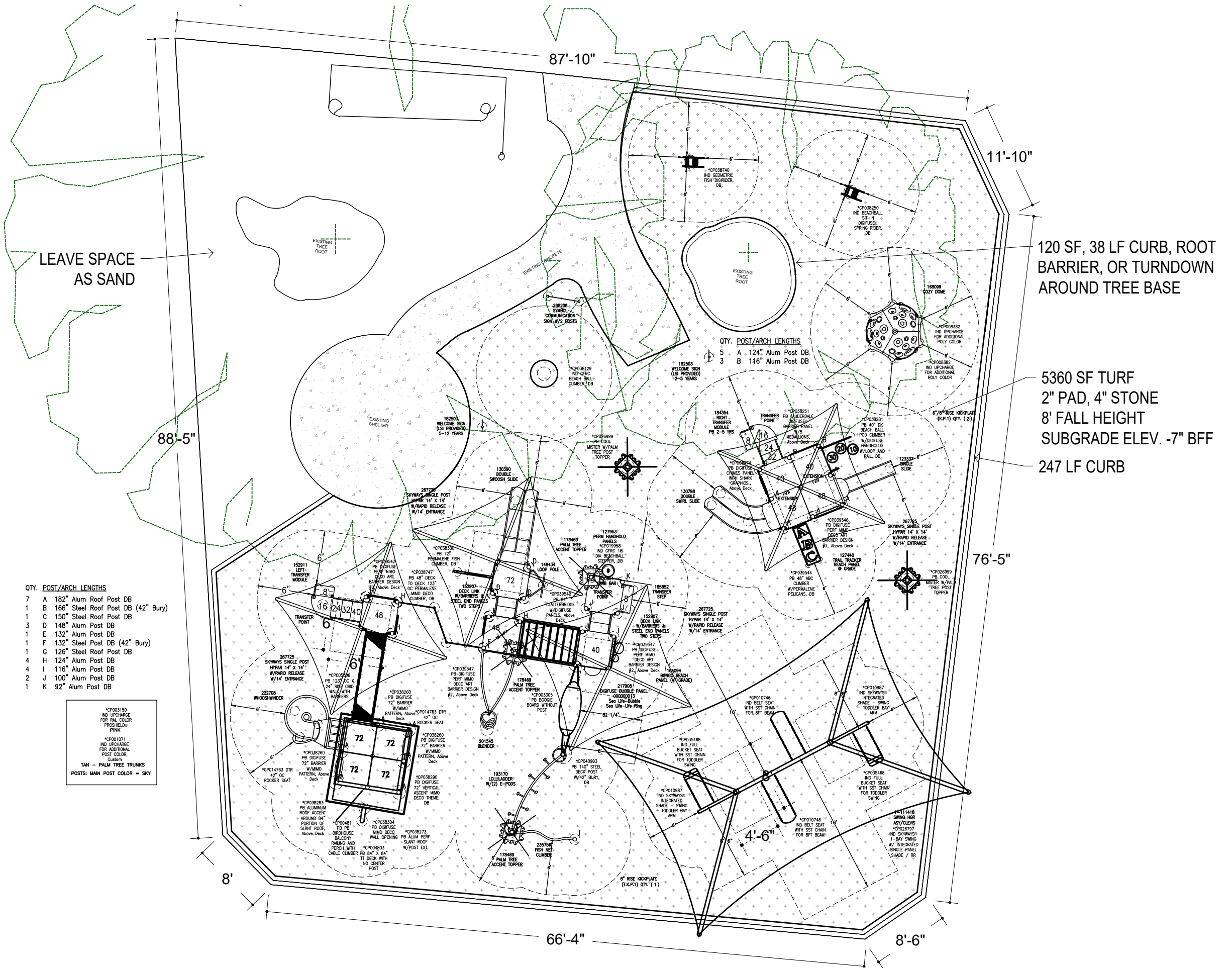
IT IS THE MANUFACTURERS
OPINION AND INTENT THAT THE
USE AND LAYOUT OF THESE
COMPONENTS CONFORM WITH
THE AMERICAN SOCIETY FOR
TESTING AND MATERIALS (ASTM)
STANDARD ASTM F1487

COASTAL NOTE

DUE TO THE PROJECT PROXIMITY TO THE WATER, LANDSCAPE STRUCTURES' COASTAL WARRANTY WILL BE APPLIED. CHECK WARRANTY DOCUMENT FOR MORE DETAILS.

*SHADE FOOTERS ARE ESTIMATED BASED
ON RECENT PRECEDENT*

FINAL FOOTER SIZES WILL NOT BE
DETERMINED UNTIL TIME OF ENGINEERING



Friedt Park

Lauderdale By The Sea, FL
PROJECT: 1182058-02-05-RSI
NOT FOR CONSTRUCTION

SCALE: 3/32" = 1'

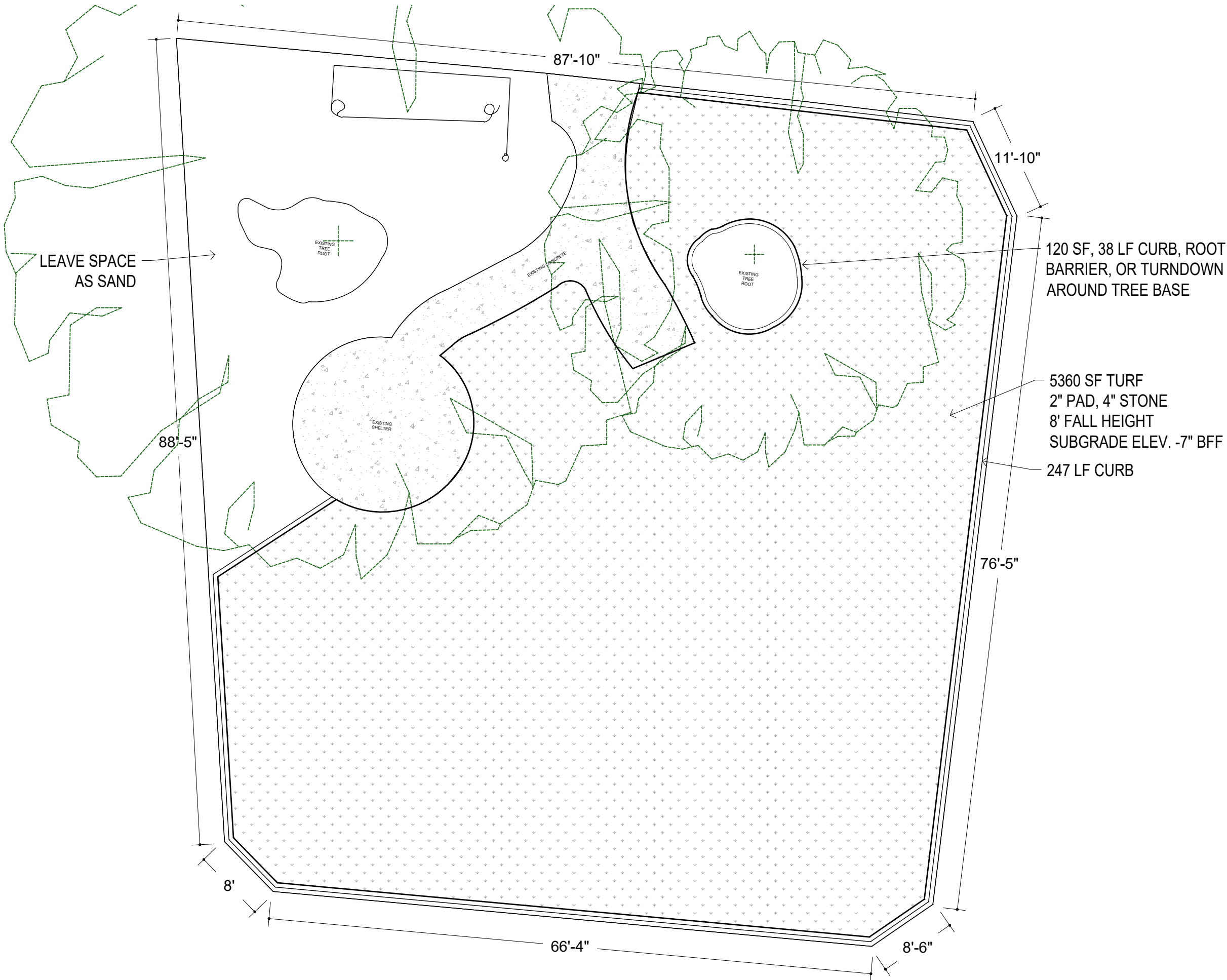


REP SERVICES, INC.

Experts at Play & Outdoor Spaces

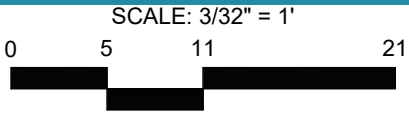


DRAWN BY: KCM	PG-3 SURFACING PLAN
TOTAL AREA: 5360 SF	
FALL HEIGHT: 8'	
BORDER: 285 LF CURB	
USER CAPACITY: 100+	
SURFACING: 5360 SF TURF	
SUBGRADE ELEV.: -7" BFF	



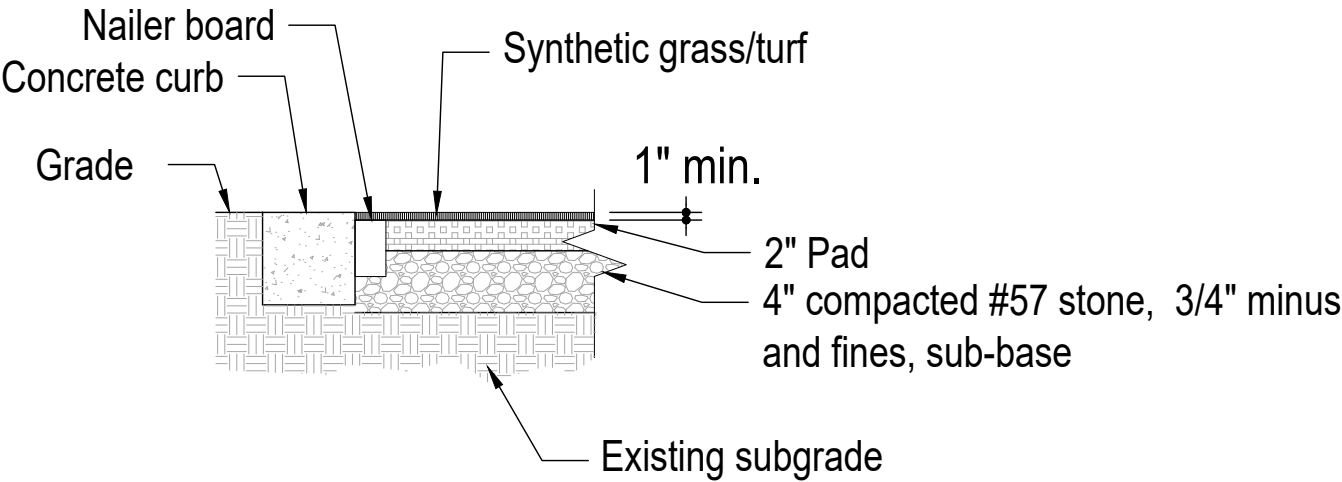
Friedt Park

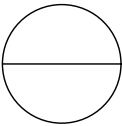
Lauderdale By The Sea, FL
PROJECT: 1182058-02-05-RSI
NOT FOR CONSTRUCTION



REP SERVICES, INC.
Experts at Play & Outdoor Spaces

DRAWN BY: KCM	PG-4 DETAILS
TOTAL AREA: 5360 SF	
FALL HEIGHT: 8'	
BORDER: 285 LF CURB	
USER CAPACITY: 100+	
SURFACING: 5360 SF TURF	
SUBGRADE ELEV.: -7" BFF	

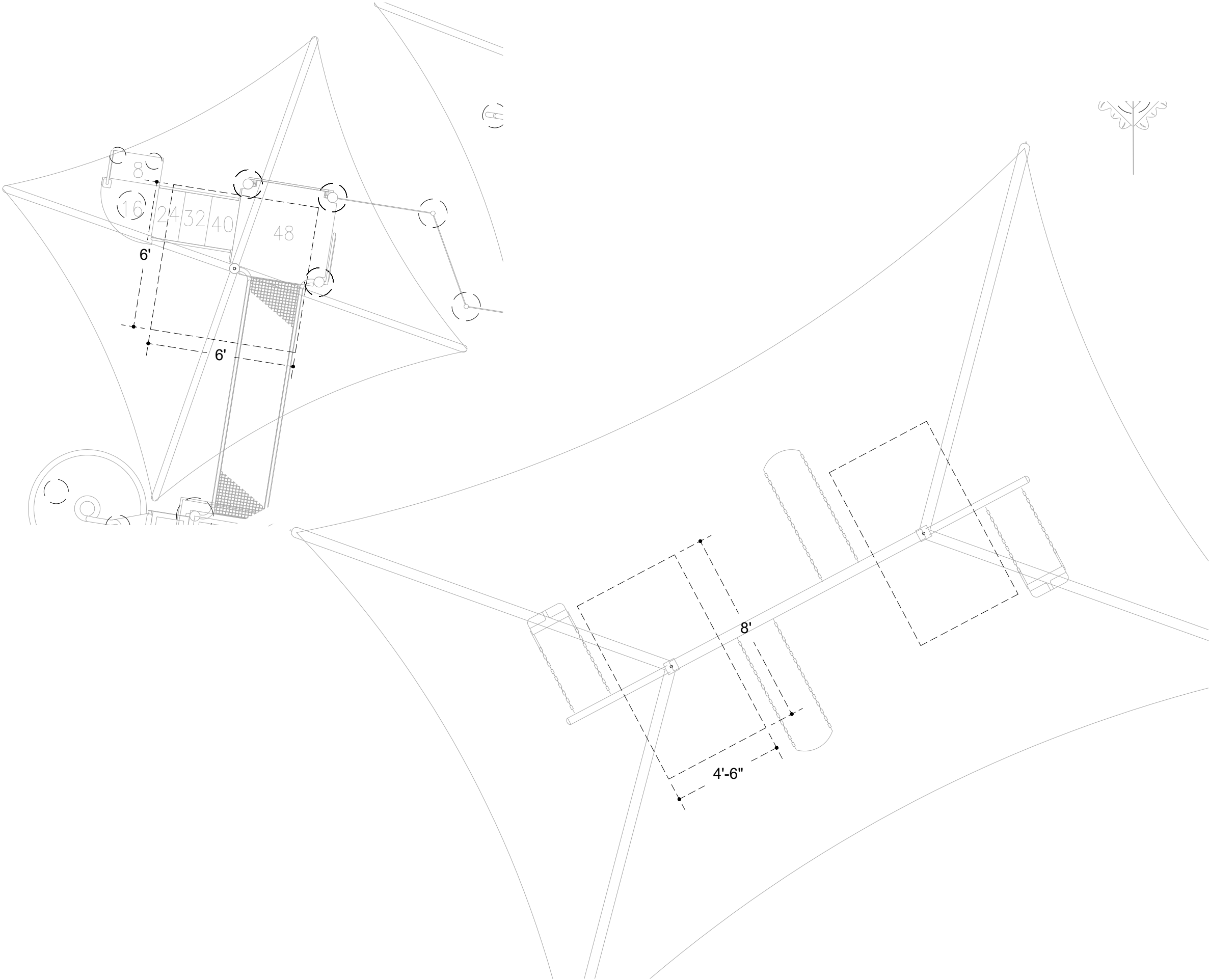


 Synthetic grass/turf with Perimeter
Concrete Curb, 6'-8' fall height, 7" cut

Friedt Park

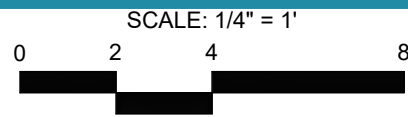
DRAWN BY: KCM PG-5 SHADE FOUNDATIONS
TOTAL AREA: 5360 SF
FALL HEIGHT: 8'
BORDER: 285 LF CURB
USER CAPACITY: 100+
SURFACING: 5360 SF TURF
SUBGRADE ELEV.: -7" BFF

*SHADE FOOTERS ARE ESTIMATED BASED
ON RECENT PRECEDENT*
FINAL FOOTER SIZES WILL NOT BE
DETERMINED UNTIL TIME OF ENGINEERING



Friedt Park

Lauderdale By The Sea, FL
PROJECT: 1182058-02-05-RSI
NOT FOR CONSTRUCTION



REP SERVICES, INC.
Experts at Play & Outdoor Spaces





Town Commission Agenda Item Report

Meeting Date: October 8, 2024

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Presentation

Agenda Section: NEW BUSINESS

Subject Title: Application for Relief of Code Compliance Lien at 4217 El Mar Drive.

Explanation: BACKGROUND

The Town Commission established a lien mitigation policy in 2010 to encourage the renovation and rehabilitation of properties that had already brought code violations into compliance. This policy was adopted in 2010 (Resolution 2010-13). In 2013, the Town Commission amended it to allow a purchaser of a single-family residence that still had code violations to apply for lien settlement (Resolution 2013-05). In order to submit an application, such a property is required to meet the following requirements;

1. The transaction must be between unrelated persons,
2. The code relief must facilitate the sale of the property, and
3. The conditions contained in the relevant Commission Settlement Order must be fully met before any lien is released.

After the 2013 Code Settlement resolution was adopted, the Commission further amended the policy in 2014 to allow lien mitigation on commercial and multifamily properties still in violation. This policy is still in use today (**Resolution 2014-22 - Exhibit 1**). Requests to reduce the lien by less than 50% can be reviewed and approved by the Town Manager; requests for greater relief are determined by the Town Commission.

Essentially, the decision to approve a lien mitigation is a decision to settle the Town's claim rather than pursue the legal steps needed to attempt to obtain full payment of the lien. The Town considers such requests only after the property has come into compliance unless there is a showing that a sale or transfer to a responsible property owner is being hindered by the presence of the liens.

In addition to the ownership requirements outlined above, the mitigation policy requires the Town Commission to consider all relevant factors to determine what relief, if any, is appropriate, including but not limited to the following factors:

1. The nature and gravity of the violation(s);
2. Any actions taken by the applicant to correct the violation(s);
3. The length of time between the previously ordered compliance date and the date the violation(s) was brought into compliance;
4. Any actual costs expended by the applicant to cure the violation(s), if supported by documentation;
5. Any other prior violations committed by the applicant on the subject property or upon any other property owned by the applicant within the Town; and
6. Equitable considerations;
 - a. Whether there was any extraordinary hardship which existed or currently exists
 - b. Whether the Applicant was the property owner when the fine or lien was imposed;
 - c. Whether the property is homestead or non-homestead property;
 - d. Whether the Town lien is interfering with the sale or restoration of the property or will prevent the property from being conveyed to a new owner.

Per the policy, the Town Commission is required to enter an Order denying or granting the requested relief or such relief as the Town Commission deems appropriate. They may also direct such action as may be appropriate to effectuate the ordered relief. The Town Commission may also decide to deny the application with or without prejudice depending on the circumstances of the case. It should also be noted that relief granted under the lien mitigation resolution is strictly discretionary by the Town, and the Town's disposition of an Application is not subject to appeal.

APPLICATION HISTORY

The Town received a mitigation application (**Exhibit 2**) from MP Holdings LLC for the property located at 4217 El Mar Drive (the Property) on August 29, 2024. The property is in compliance and has recently changed ownership.



Figure 1- Subject Property

A summary of violations is provided below in **Table 1**.

Table 1: Violations w/Liens

CASE# 22030007- Work without Permit- A/C MINI SPLITS

DATE	NARRATIVE	Total Accumulated Lien
9/18/2015	Previous Property Owner: K.M. & BUSCHBAUM, Inc.	\$74,700 + \$250 in administrative fees
01/26/2022	Per Building Official Simo Mansor, new A/C unit splits were installed without permits and a courtesy notice was sent giving the prior owner 2 weeks to obtain a permit.	
3/7/2022	Property did not comply with Courtesy Notice; A Notice of Violation was then issued on 3/4/2022 with a hearing date of April 29, 2022.	
4/29/2022	At the April 8, 2022 Special Magistrate Hearing, the Magistrate found that violation(s) still existed. The Magistrate issued a Final Order, ordering the respondent to comply by May 25, 2022 or a fine of \$100 per violation per day would accrue beginning May 26, 2022	

	until compliance was reached and verified by the Town. A Hearing Cost of \$50 was assessed for this hearing. The magistrate also ordered for the lien to be certified at the May 26, 2022 meeting if compliance was not reached and hearing costs paid to the Town timely.	
5/28/2022	At the May 26, 2022 Special Magistrate Hearing, the Magistrate found the property had not complied with the previously issued Final Order. He certified the lien, including the previous Hearing Cost of \$50 and an additional Hearing Cost of \$200. He scheduled a Final Status Hearing for June 23, 2022 prior to recording of the lien.	
6/27/2022	At the June 27, 2022 code compliance hearing , the magistrate found that no permits had been submitted. The lien was ordered to be recorded in 7 days from the hearing. The lien was recorded on June 30,2022 in Broward County Public records under Instrument # 114728694.	
8/21/2023	Current Property Owner: MP HOLDINGS LLC takes title to the property	
5/22/2024	Compliance was reached after the current property owner secured a permit for the violation (LBS 24015757).	

A history of all code cases (with and without liens) cited on this property is attached as **Exhibit 3**.

The applicant is the new owner and he is requesting a 95% reduction in liens for a total payment of \$4,000 as shown in **Table 2**. A \$500 mitigation application fee and \$250 in administrative fees were paid by the applicant prior to submitting the mitigation request.

Table 2: Code Fines Summary

Case	Violation	Days In Violation	Daily Fine	Total Due	Offered Settlement	Reduction Requested
22030007	FBC 105.1- Work without permit	747	\$100	\$74,700	\$4,000	\$70,700
TOTAL OFFERED SETTLEMENT					\$4,000	\$70,700 (95%)

Under the Town's procedures for relief from code enforcement liens (Resolution 2014-22, Policy Section 5) the Commission shall consider all relevant factors to determine what relief, if any, is appropriate, including the following criteria:

1. The nature and gravity of the violation.

The property was cited under the Florida Building Code Section 105.1 for work without a permit due to multiple A/C mini splits being installed with no permit. Town staff considers construction work without a permit a life/safety violation and a serious violation of the Town's code and Florida Building code.

2. Any actions taken by the Respondent to correct the violation.

On May 22, 2024, 275 days after the new owner took legal title to the property, a permit application was submitted to comply with the violations. The permit was issued on May 28, 2024, 281 days later. Compliance was reached by obtaining a permit to bring HVAC systems up to code.

3. The length of time between the previously ordered compliance date and the date the violation was brought into compliance.

Code case #22030007 was brought into compliance 747 days after the deadline listed in the Final Order and 275 days from the date the current owner purchased the property.

4. Any actual costs expended by the Respondent to cure the violation as provided by supporting documentation.

The fee to obtain the permit(s) necessary to cure the a/c work without permit violation was \$1,092.82. In addition to this expense, the applicant has stated that he has spent \$600,000.00 across the two properties owned (4225 El Mar Drive and 4217 El Mar Drive) on additional improvements to this property.

5. Any other prior or current violations committed by the Respondent on the subject property or upon any other property owned by the Respondent within the Town.

There has been one violation issued against the property since the new owner took ownership. A citation was issued for a barking dog at one of the units on the property under Case #23100016 on October 18, 2023. No one attended the hearing and the case was closed without cause.

Recommendation: Staff recommends the Commission hear from the applicant's representative, determine the appropriate mitigation amount for the lien, and require full payment of that mitigated amount by November 8, 2024. If payment is not received by the

agreed upon date established by the Town Commission, Town Staff recommends that the unpaid liens revert to the pre-mitigation amount of \$74,700.

Exhibits:

1. Resolution 2014-22 Amendment to Code Enforcement Fines or Liens
2. APPLICATION 4217 EL MAR
3. CODE HISTORY 4217 EL MAR DR
4. CASE OVERVIEW 4217 EL MAR DRIVE

RESOLUTION 2014-22

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE PRIOR TOWN CODE POLICY FOR THE REDUCTION OF CODE ENFORCEMENT FINES OR LIENS; ESTABLISHING A NEW PROCEDURE FOR REQUESTING REDUCTION OF TOWN CODE ENFORCEMENT FINES OR LIENS; PROVIDING AUTHORIZATION TO THE TOWN MANAGER; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Town Charter Section 5.5(9), the Town Commission may by motion, direction, ordinance or resolution assign additional duties to the Town Manager; and

WHEREAS, Section 162.09(3), Florida Statutes, provides that "[a] lien arising from a fine imposed pursuant to this section runs in favor of the local governing body, and the local governing body may execute a satisfaction or release of lien entered pursuant to this section;" and

WHEREAS, the Town Commission adopted Resolution 2013-05 on February 26, 2013, executed on March 1, 2013, re-establishing and amending a Town policy and procedure established in 2010 by Resolution 2010-13, by which persons may request that the Town reduce code enforcement fines or liens against their properties (the "Town Code Settlement Policy"); and

WHEREAS, the Town Commission desires to further amend the Town Code Settlement Policy.

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

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

Section 2. Policy Amended. The Town Commission hereby adopts Exhibit "A", attached hereto, as the revised Town Code Settlement Policy.

Section 3. Authorization of Town Manager. Consistent with the revised Policy,

RESOLUTION 2014-22

the Town Commission continues to delegate to the Town Manager the authority to negotiate and settle code liens or fines as provided therein, and continues to authorize the Town Manager to develop any procedures or forms deemed necessary to implement the Town Code Settlement Policy.

Section 4. Conflicts. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

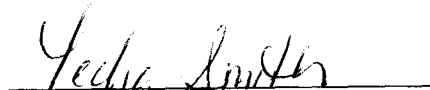
Section 5. Severability. If any section, sentence, clause or phrase of this Resolution or Exhibit is held to be invalid by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

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

PASSED AND ADOPTED this 10th day of June, 2014.


Mayor Scot Sasser

Attest:


Town Clerk

APPROVED AS TO FORM:


Susan L. Trevarthen, Town Attorney

(CORPORATE SEAL)

Exhibit “A” to Resolution 2014-22

Town of Lauderdale-By-The-Sea

TOWN CODE SETTLEMENT POLICY

PROCEDURES FOR RELIEF FROM CODE FINES OR LIENS

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1. **Application.** – A completed and executed Town Application for Relief shall be filed with the Town Manager or designee. In order for the Town to process an Application for relief, all of the violations on the property must be in compliance except as noted in Section 2 below, and the Application shall include all of the following, plus any additional information required by the Town Manager:
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- A. The name and contact information of the property owner. If represented by an attorney or representative, the contact information of that person; and the attorney or representative shall either file a Notice of Appearance, or must sign the application.
- B. Address or brief legal description, or both, of the property on which the violation(s) occurred.
- C. Sufficient information (including the nature of violation(s), the date or approximate date on which violation(s) occurred, date or approximate date on which finding of violation(s) was made or on which penalty was imposed, and citation or case number.) A copy of the order shall be attached.
- D. An explanation of the relief sought, along with any supporting documentation and evidence.
- E. The non-refundable application fee.
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2. **Code Compliance.** - It is the policy of the Town Commission that prior to accepting an Application for Relief, all of the violations on the subject property shall be in compliance; however, when the sale or transfer of a ~~single family residence~~ property¹ to a new owner is hindered because it has a continuing code violation(s), the Town will accept an Application for Relief from the prospective buyer subject to the following:
- ~~Applicable Only to Single Family Residences with Code Violations.~~
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- A. The purchase is an arm's length transaction between unrelated parties. Documentation shall be provided of all persons and entities that have an interest in the property (buyers and sellers).
- B. The buyer has a valid executed sales contract with limited exceptions or contingencies, which are acceptable to the Town.
- C. The buyer proposes a specific date by which the code violation(s) will be corrected and the reduced fine amount will be paid to the Town.
- D. The buyer acknowledges the terms and conditions of a Town Order Reducing Code Enforcement Liens or Fines, which will substantially provide:

¹ Additions are shown in underline font; deletions are shown in ~~strikethrough~~ font.

Exhibit “A” to Resolution 2014-22

Town of Lauderdale-By-The-Sea

TOWN CODE SETTLEMENT POLICY

PROCEDURES FOR RELIEF FROM CODE FINES OR LIENS

-
- i. The buyer takes the property subject to the accruing code liens and fines and agrees to perform as provided in the relief order approved by the Town.
- ii. If the code violations are not corrected within the specified time period and the reduced fine amount is not paid, the relief agreed to by the Town shall terminate without any future action of the Town.
- iii. A waiver of any right to challenge the Town’s entitlement to the initial code fines or liens, any remaining outstanding fines or liens, or the Town’s handling of the application for relief.
3. **Town Foreclosure Proceedings.** - The Town will not grant relief to any Applicant whose property is subject of any pending foreclosure proceedings filed by the Town Attorney’s Office without the express written approval of the Town Attorney’s Office.
4. **Hearing Authority.** – A properly submitted Application for Relief will be considered by the Town Manager or the Town Commission as follows:
- A. The Town Manager is authorized to negotiate and settle Code liens or fines when the negotiated reduced fine is within the Town Manager’s Purchasing Authority and the reduction in fines is less than 50% of the amount owed.
- B. If the Application requires Town Commission approval, it will be set for the next available regular Town Commission meeting date after all requirements have been met and after the Application is approved by the Town Manager. The Town Manager or designee shall notify the Applicant of the scheduled hearing. The property owner or violator requesting the reduction of fine must appear at the hearing for the reduction of fine unless they designated an agent, in which case the designated agent shall appear at the hearing. No such hearing shall proceed if the Applicant or representative is not present at the hearing.
5. **Determination.** – The Hearing Authority shall consider all relevant factors to determine what relief, if any, is appropriate including, but not limited to the following factors:
- A. The nature and gravity of the violation(s);
- B. Any actions taken by the applicant to correct the violation(s);
- C. The length of time between the previously ordered compliance date and the date the violation(s) was brought into compliance;
- D. Any actual costs expended by the applicant to cure the violation(s), if supported by documentation;
- E. Any other prior violations committed by the applicant on the subject property or upon any other property owned by the applicant within the Town; and
- F. Equitable considerations.

Exhibit “A” to Resolution 2014-22

Town of Lauderdale-By-The-Sea

TOWN CODE SETTLEMENT POLICY

PROCEDURES FOR RELIEF FROM CODE FINES OR LIENS

- i. Whether there was any extraordinary hardship which existed or currently exists;
- ii. Whether the Applicant was the property owner when the fine or lien was imposed;
- iii. Whether the property is homestead or non-homestead property;
- iv. Whether the Town lien is interfering with the sale or restoration of the property or will prevent the property from being conveyed to a new owner.

The Hearing Authority shall enter an Order, in a form approved by the Town Attorney, denying or granting the requested relief, or such relief as the Hearing Authority deem proper, and may direct such action as may be appropriate to effectuate the ordered relief.

A copy of the Order approving or denying the Application shall be furnished to the Applicant, and may be served by U.S. First Class Mail.

Applicants who accept the offered relief under this procedure shall sign a waiver prepared by the Town Attorney of any right to challenge the Town’s entitlement to the remaining outstanding fines or liens, or the Town’s handling of the Application for relief and if applicable Town Order Reducing Code Enforcement Liens.

6. **Payment and Performance.** – Any relief granted shall be contingent upon payment of any outstanding amounts within the specified time period and completion of any required performance to effectuate code compliance. Failure to provide valid payment to the Town or to perform as required within the specified time period shall cause the original penalty(s) to continue and the approved relief to terminate without any future action of the Town.

Upon showing by the Applicant of a valid reason beyond the control of the Applicant, the Town Manager may approve one limited time extension if in the best interest of the Town. Once the Town has verified code compliance and received the monies due the Town, the Town will prepare and record the applicable release of lien.

7. **Denial with Prejudice.** – The Hearing Authority may deny the application with or without prejudice depending on the circumstances of each case.

Appeal. – Relief under this policy is strictly discretionary by the Town, and the Town’s disposition of an Application shall not be subject to appeal.

APPLICATION FOR RELIEF FROM CODE FINES OR LIENS

Page | 1

TOWN OF LAUDERDALE-BY-THE-SEA

4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308
Tel: (954) 640-4210 Fax: (954) 634-4654

Notice: This application is available as a WORD document for your convenience.

The Town accepts applications for code fine relief from owners of properties that have corrected ALL of the violations on the subject property. In certain very limited circumstances, the purchaser of a single family property may apply for a code fine or lien reduction before compliance is complete.

The Town's policy and procedures for code relief is set forth in Resolution 2014-22. You are required to read Resolution 2014-22 prior to submitting your relief application.

CASE # 22030007

TOWN OF LAUDERDALE-BY-THE-SEA vs.

(Name of Respondent(s) as listed)

Property owner: MP Holdings, LLC

Address: 1460 S Palm Ave, Pembroke Pines, FL 33025

Phone numbers: 305-586-5971

Email Address: deltoro@mpmd.us

ADDRESS OF PROPERTY: 4217 El Mar Drive, Lauderdale by the Sea, FL 33308

(Where violation(s) existed)

NATURE OF VIOLATION: Work without permits.

Name of applicant (if not owner): Jose Del Toro, MBA

Contact information: 305-586-5971

THIS PROPERTY CURRENTLY IS ☐ IS NOT ☒ (check one) INVOLVED IN LITIGATION

All Applications SHALL submit a copy of the following documentation (when applicable):

(Reference any supporting documentation as Exhibit 1, Exhibit 2, and so forth.)

1. Notice of Lis Pendens recorded with Broward County Records with the date, book and page shown;
2. Foreclosure Complaint;

APPLICATION FOR RELIEF FROM CODE FINES OR LIENS

Page | 3

Corrective Actions: MP Holdings has proactively addressed all inherited violations, investing over \$600,000 in necessary repairs and upgrades to bring the property into full compliance swiftly.

Timeliness of Compliance: We achieved compliance well ahead of the typical timelines, showcasing our commitment to rectifying the issues expeditiously.

Financial Burden: The actual costs expended to cure these violations are well-documented and significant, reflecting our financial commitment to restoring the property.

Equitable Considerations: There has been substantial hardship due to the state of the property at the time of purchase, and these fines, if upheld at their current level, would severely impact our ability to further invest in and enhance the property. Furthermore, as the violations occurred prior to our acquisition, it is equitable to consider reducing the fines to reflect the proactive measures taken post-purchase.

In light of these factors, we believe a reduction in fines is not only justified but essential to support the ongoing restoration and improvement efforts at the Buena Vista Hotel, which will benefit the community at large.

(Reference any supporting documentation as Exhibit 1, Exhibit 2, and so forth.)

Please refer to the slide deck, designated as Exhibit 1, which outlines the comprehensive efforts and investments made by MP Holdings to bring the Buena Vista Hotel into compliance.

Please refer to the roofing contract, included as Exhibit 2, detailing the scope and costs associated with the new roof installation. **\$135,000.00**

Refer to the air conditioning system contract, which is presented as Exhibit 3, illustrating the details and financial commitment for the new AC system. **\$168,000.00**

Please see the windows and doors contract, documented as Exhibit 4, which outlines the specifications and costs for the new impact-resistant installations. **\$143,749.00**

APPLICATION FOR RELIEF FROM CODE FINES OR LIENS

Page | 5

Name of Property Owner or Representative: Jose Del Toro, MBA

Address: 1460 S Palm Ave, Pembroke Pines, FL 33025

Business Phone Number: 954-239-7486

Cell Phone Number: 305-586-5971

Email Address: deltoro@mpmd.us

I CERTIFY THAT I have read Resolution 2014-22 and that I am:

- ☐ the owner of the subject property;
☐ an Attorney representing the owner,
☐ the legal representative for the property, or
☒ otherwise authorized to act on behalf of the property owner in this matter.

AND DOCUMENTATION OF THIS IS ATTACHED.



Signature of Applicant

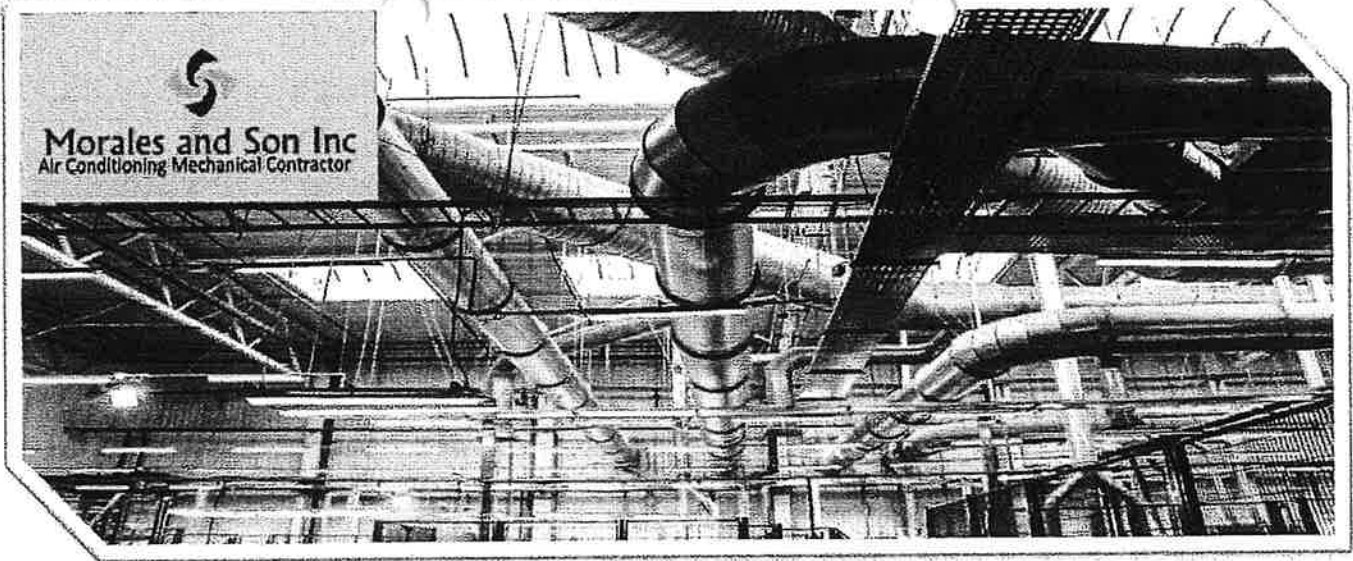
08/29/2024

Date

Exhibit 5: Miscellaneous Contracts and Expenditures

Item	Cost
Painting	\$50,000
Electrical Upgrades	\$19,000
Structural Repairs	\$35,000
Flooring Replacement	\$16,000
General Contractor Fees	\$35,000
Architectural Fees	\$25,000
Total	\$180,000

In addition to the above-listed expenses, significant investments have also been made in manpower, administrative overhead, and other associated costs, further underscoring the commitment to the restoration and enhancement of the property.



PROPOSAL

01/30/2024

Prepared for:

Project:

Jose Del Toro

Buena Vista Hotel

Attention:

Thank you for providing Morales and Son, Inc. with the opportunity to offer you a proposal for Mechanical on this project.



Terms and notes:

- Labor pricing for this project has been derived from the mechanical plans provided by the general contractor.
- Material pricing for this project in terms of quantities, models, sizes and accessories were all based on the Mechanical schedules and details, not what is shown on floor or elevation plans.
- Equipment quoted is as shown on schedule or equal capacity (Ducane and Friedrich)
- Work to be performed during regular business hours.
- Labor rates are standard labor wages. prevailing wage or Davis bacon is not included in this scope of work or pricing.
- All material is first class U.L. approved & guaranteed to be as specified.
- All work is to be completed in a professional and workmanlike manner according to standard practices.
- Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders & will constitute a change order.
- Owner to carry fire, hurricane, & other necessary insurance
- Title to all material delivered and / or installed as per this contract shall remain with Morales and son inc until same is paid in full. If the amount due is not paid in full, interest at the highest legal annual rate will be charged. All costs of collection will be paid by the customer.



Exclusions:

- Blower test
- Test and balance in apartments



ADDRESS: 3100 SW 105 AVE, MIAMI FL 33165

CEO: Jose Pineda

PHONE: 786-344-5342

LICENCE # CCC1333031

EMAIL: roofingking2012@gmail.com

WEBSITE: www.roofingkingfl.com

Invoice #	0723204091
Invoice Date	12/21/2023
Customer #	

BILL TO	- MP HOLDINGS LLC & JAYNIER MOYA - 6520 SW 181 Lane SW Ranches, FL 33331
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SERVICE	-FLAT RE-ROOF -4225 El Mar Dr -Lauderdale by the Sea
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PURCHASE ORDER #		BID #		
DESCRIPTION		CURRENT CHANGES	PAST DUE BALANCES	
1- When contract is signed (Permit Process) 40% Paid W/ CHECK# 1090		\$ 54,000.00		
2- Mapping In Progress Inspection (Partial Approved) 40% Paid W/ CHECK# 9008		\$ 54,000.00		
3- 3- Upon Final inspection Approved 20%		\$ 27,000.00		
TOTAL		\$ 135,000.00		

One hundred and thirty five thousand 00/100

HALDO 16,000⁰⁰ PAID.

[Handwritten signature]

Customer: MP HOLDINGS LLC
Address: 4225 EL MAR DRIVE
City / State / Zip: FORT LAUDERDALE FL 33308
Phone: 305-586-5971
Email: deltoro@mpmd.us

Company: REYLOSGGLASS INC
Proposal ID: 629030
Consultant: LEONEL TELLERIA
Cell: 850-603-8137
Email: LEONEL@REYLOSGGLASS.COM

Specifications

Aluminum Color: WHITE Glass Type: LAMINATED
Glass Color: CLEAR Low E Coating:

Total Window Units: 11 W-42 SF PANELS (See last page if financing)
Total Door Units: 14 DOORS-12 SGD (See last page if financing)

All units to be aluminum.

All units are glazed with IMPACT glass.

Hardware of Outswing Doors are NOT included unless otherwise noted on quote detail.

City/County fees charged by the building department are **NOT** included in the Grand Total below.

Approved proposal is attached and to be consider part of this contract.

Grand Total for entire project: \$ 143,749.00

Inclusions:

1. Unload and distribute units to required location.
2. Installation process in accordance with product approvals and Florida Building Code.
3. Permit process if requested by customer (fees and costs may apply).
4. Inspections scheduling and assistance at inspection time.

Exclusions:

1. Interior casing or interior mullion covers of any kind unless otherwise specified.
 2. Interior priming and/or painting unless otherwise specified.
-

3. Any stucco/drywall or stucco/drywall patching.
4. Final caulking after paint.
5. Window washing or final cleaning.
6. Structural steel that is required to install the glazing system but is not part of the structure.
7. Protection of windows at jobsite against vandalism, fire, theft, or damage by others (Customers are advised to review their insurance policy for applicable coverage and obtain coverage for all delivered units).

Notes to Client:

1. Remove all curtains, shades and/or blinds and corresponding brackets.
2. Plants and shrubbery near work area may be damaged.
3. Arrange to have your alarm company disconnect and reconnect your alarm system, including sensors for specific window and door openings as applicable.
4. Remove all ornaments, pictures from the walls, and any furniture from the existing window areas.
5. Company shall not be liable to Customer for any damage(s) to Customer's property set forth in Paragraphs 1-4 herein.

Assumptions:

1. Existing openings where work is to be performed are structural masonry openings (poured concrete or concrete block around the perimeter of each opening), structural wood or steel.
2. Any costs associated with correcting openings that are found damaged or non-structural are not part of this contract will be billed on an opening-by-opening basis.
3. Prices Subject to change if field verification of sizes differs from drawings or if required by field conditions.

Terms:

1. Payment terms are shown on the last page of attached proposal. Final payment is due immediately upon the applicable building department's approval of the final inspection applicable to Company's work or, in the event a permit is not required, then upon Company's notice to Customer that the work has been substantially completed. Final payment shall not be withheld on account of, (i) minor defects/damage in the Product (ii) Customer's failure to perform additional work required for the approval of final inspection (if applicable), (iii) pre-existing conditions, objections or complaints about items other than Company's Work, (iv) defects/damage in the Product that are the product of the fabrication or shipment of the Product by the manufacturer, (v) any issue directly attributable to the Customer or the product manufacturer or (vi) any issue which is otherwise outside of Company's control. Any payment that is not made in accordance with this Contract shall accrue interest at the highest lawful rate in the State of Florida from the day after the payment was due through the date the payment is made.

CUSTOMER INITIALS: JW

2/7.

2. If for any reason the work set forth herein is delayed by Customer, Company will store material in its warehouse for a period of seven (7) days. At that time, full payment for all products and materials (the "Product") will be due. Storage charges will be billed at the rate of 1% of the total Product amount per week of storage.

3. Right of Rescission. Cancellation of contract will be accepted without penalty within three business days from the date the Customer signs the contract. A written notice sent by mail must be postmarked by no later than midnight of the third business day after the contract date.

Job Specific Notes:

1. Lead time: Approximately 10 to 14 weeks from date of signed contract, signed shop drawings and receipt of deposit. Customer hereby acknowledges that manufacturing of the Product is dependent on several factors and delays to manufacturing may occur. All time estimates herein are approximations and the Company shall not be held in default due to delays outside of its control.

2. Any Masonry Openings that are not made to the sizes given to Reylos Glass and require custom bucking will be charged back to client on a per opening basis.

3. All Wind Loads have been reviewed and products are found to be in compliance with all applicable Building Codes.

4. This proposal is provided using our standard installation techniques which meet or exceed the Florida Building Code.

5. Low-E glass, if specified above, will have a greenish-blue tint and may vary in appearance among manufacturers and glass thicknesses.

6. Wood effect products have a natural variation of color and grain that cannot be considered a defect in the quality. Simulated wood grain may also have a variation of color and grain.

7. This proposal includes a single material delivery on exception of project dimensions.

8. If checked, Company carries workers' compensation () and public liability insurance () are carried by the Company. Said insurance coverages are applicable to the work to be performed under the contract. If checked, Company is qualified as a self-insurer ().

Conditions:

1. Customer to provide a secure location for the Product delivery.

2. Customer shall inspect the Product upon their arrival to the project site and confirm they are acceptable. Any damage, issues, complaints, grievances, defects, non-compliance, variations or objections related to the Product must be served upon the Company in writing within 48 hours of delivery. Customer's failure to provide this notice within 48 hours of delivery shall constitute and irrevocable acceptance of the Product. Customer further understands that Company is not the manufacturer of the Product and, therefore, is not responsible for any defects or deficiencies inherent in the Product, regardless of whether they are covered by manufacturer warranties.

CUSTOMER INITIALS: JD

3/7

3. This contract and/or accompanying shop drawings constitute(s) the sole and complete Agreement between the Customer and Company and is subject to additional charges should cancellations be required.
4. Contract is based upon quantities, unit sizes, unit description and specifications as listed on page one of this contract and attached proposal. Customer should carefully check quantities and specifications listed.
5. Company shall not be considered in breach of this Agreement if its performance of the work is delayed or rendered impracticable by the occurrence of any one or more of the following: (a) fires, floods, or other casualties; (b) wars, riots, embargoes, governmental regulations, government ordered closures or martial law; (c) the inability to obtain the Product from usual source of supply; (d) shortage of transportation or delays in transit; (e) strike or other labor troubles; (f) pandemics/epidemics; or (g) other conditions not reasonably within Company's control, whether or not of a kind mentioned herein.
6. The Product(s) ordered on this contract are custom built to fit Customer's requirements and this order is therefore NOT CANCELABLE, nor is any product returnable. If any Product is of a standard, widely utilized size, Company, may, but shall not be obligated to, use said Product at another job and may credit Customer part or all of the original paid amount for said Product.
7. No statement, representation or agreement written or verbal not appearing on the face of this contract is binding or acceptable.
8. Company expressly reserves all contractor's, mechanic's and materialman's liens which may be asserted under any provision of law to secure payment of the contract price and may, at Company's option, assert and fix same as liens upon the real property on which installation is made. Customer shall be liable for the Company's costs of collection on unpaid amounts, including, but not limited to, attorney's fees, pre-suit collection costs, litigation costs and fees, appellate costs and fees, and the like, whether or not suit is filed. All sums not paid as due shall bear interest at the maximum legal rate until paid, which shall survive judgment.
9. The products sold hereby are warranted by the manufacturer from date of delivery against defects in material and workmanship. There are no warranties which extend beyond the description on the face of this contract nor are there any further warranties of merchantability nor any other warranties expressed or implied. Company is not responsible for consequential damages. Customer's remedies are limited to return of goods and repayment of the price or the repair or replacement of non-conforming goods and/or parts at Company's option.
10. Customer may make changes to this Agreement only by a subsequent written Change Order approved by both parties and signed with the formalities required of this original Agreement. Prior to finalizing any Change Order, Company shall inform Customer of any cost increases and Customer shall promptly pay any amounts due as a result of said Change Order(s).
11. Notice to either party shall be deemed perfected if sent by Certified Mail, return receipt requested, or overnight courier, with or without signature confirmation, to the address set forth at the top of this Agreement.

CUSTOMER INITIALS: JD

12. In the event Company deems it necessary to terminate this Agreement due to the actions or inactions of the Customer, Company shall issue a final invoice to Customer which shall be due and payable within 48 hours. Company shall be released of all of its obligations pursuant to this Agreement in the event that Company terminates this Agreement for cause.

13. Any failure or delay of Company to enforce any term of this Agreement shall not constitute a waiver of such term, it being explicitly agreed that such a waiver must be specifically stated in a writing delivered to the other party in compliance with Paragraph 11 above. Any such waiver by Company shall not be deemed to be a waiver of any other breach or of a subsequent breach of the same or any other term.

14. If any provision of this Agreement shall be declared invalid or unenforceable by laws applicable thereto, or unenforceable as to certain parties, then the performance of such provision shall be excused by the parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.

15. This document contains the sole and entire agreement between the parties hereto regarding the Project. All prior discussions have been merged into this Agreement. No representation, statement, promise or inducement shall be binding upon either party hereto unless specifically stated in this Agreement. This Agreement may not be modified except by a writing signed by both parties.

16. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their heirs, successors, administrators, executors and assigns.

17. Customer agrees to pay any permit or inspection fees associated with the purchase and/or installation of windows and doors covered by this Agreement.

19. The Effective Date of this Agreement, and all time calculation contained herein, shall be on and shall begin to accrue on the fourth business day following the full execution of this Agreement.

20. This Agreement is being made pursuant to, and shall be construed in accordance with, the laws of the State of Florida. This Agreement may not be assigned by the Customer without Company's express written consent. The parties agree that venue for any action arising out of or related to this Agreement shall lie exclusively in Miami-Dade County, Florida. BY EXECUTING THIS AGREEMENT, CUSTOMER EXPRESSLY, INTENTIONALLY, KNOWINGLY, AND VOLUNTARILY WAIVES ANY RIGHT CUSTOMER MAY HAVE TO A RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

21. ANY CLAIM FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

Warranty:

1. Warranty is effective from the Completion date and is not transferable.
2. Installation warranty attached with this contract.
3. Manufacturer's warranty attached with this contract.

CUSTOMER INITIALS: JD

5/7

4. **EXCLUSIONS-** The Warranty described does not cover acts of God, force majeure, deliberate damage and/or damage caused by vandalism or removal and/or alteration of the products or materials by the Customer or a party other than Company or its authorized Subcontractor, even in the event such action is authorized by the Customer. In the event that the Customer, by itself/themselves or through another party, performs work which causes damage, removal and/or alteration of the products or materials during the construction period and/or the applicable Warranty period, this Warranty shall be void, and all claims pursuant to it shall be forfeited.

Payment Terms:

1. **Deposit.** Upon the Customer's acceptance of the Proposal, the Customer agrees to pay a deposit equivalent to fifty percent (50%) of the total invoice amount. This deposit is required to secure the Customer's intention to proceed with the purchase and installation of the products as specified in the proposal.
2. **Interim Payment.** An interim payment amounting to thirty percent (30%) of the total invoice is due upon the Company's confirmation of receipt of the materials from the manufacturer. The Customer will be notified and invoiced accordingly at that time.
3. **Completion Payment.** The final balance payment, representing twenty percent (20%) of the total invoice amount, is due upon the completion of the installation of the windows and/or doors. The Customer agrees to remit this payment promptly following the Company's notification of installation completion.
4. **Adjustment for Regulatory Compliance.**
 - a. In instances where regulatory compliance necessitates additional steps, such as the acquisition of a permit, the Completion Payment will be adjusted as follows:
 - i. Fifteen percent (15%) of the total invoice amount shall be due upon completion of the installation.
 - ii. The remaining balance of five percent (5%) will be due subsequent to the final regulatory inspection and closure of the permit process, as applicable to the installation.

LEONEL TELLERIA

4/30/2024

REYLOS GLASS

Date

Notice To Owner

- a. **Do not sign this home improvement contract in blank.**
- b. **You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.**
- c. **This home improvement contract may contain a mortgage or otherwise create a lien on your property that could be foreclosed on if you do not pay. Be sure you understand all provisions of the contract before you sign.**

CUSTOMER INITIALS: JD

6/7

Jose Del Toro, COO. [Signature] 5/8/2024
Customer Date

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU, A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

Florida's Homeowner's Construction Recovery Fund. **PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:**

Division of Professions
Construction Industry Licensing Board

CUSTOMER INITIALS: JD

Muriel Ramirez

From: DoNotReply@billing-notification.com
Sent: Friday, August 30, 2024 4:17 PM
To: Muriel Ramirez
Subject: TOWN-OF-LAUDERDALE-BY- - Transaction Receipt for \$1,750.00

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

TOWN-OF-LAUDERDALE-BY-
4501 Ocean Dr.
Fort Lauderdale, FL 33308
Phone: (954)640-4200

Term ID: 001

Sale - Approved

Date: 08/30/24 Time: 16:15:49
Card Type: MasterCard
Entry Method: Manual
Card #: XXXXXXXXXXXXX5596

Invoice #: 083024
Approval Code: 08653Q
Customer PO: 4225AND4217ELMAR

Amount \$1,750.00

I agree to pay the above total amount according to the card
issuer agreement. (Merchant agreement if credit voucher)

Thank You!

Customer Copy

This message is confidential and subject to terms at: <https://www.jpmorgan.com/emaildisclaimer>
including on confidential, privileged or legal entity information, malicious content and monitoring of
electronic messages. If you are not the intended recipient, please delete this message and notify the
sender immediately. Any unauthorized use is strictly prohibited.

Property

[Return to Search](#)[Check Taxroll](#)[Find on Map](#)[Memo](#)[Add New Incident](#)

General Information

Parcel ID**Business Name****Address****Owner Name****Prop. Class****Owner Address****Zone****Owner City/St/Zip****Legal Desc.**

Incidents

[ALL](#) [OPEN ONLY](#)

Date	Case #	Type	Site Address	Description	Balance	Status
11/18/2013		Citizen Complaint	4217 EL MAR Dr LAUDERDALE BY THE SEA, FL 33308	Work without permits.	\$0	Closed
12/6/2013		Citizen Complaint	4217 EL MAR Dr LAUDERDALE BY THE SEA, FL 33308	No heat in unit 111.	\$0	Closed
6/25/2014	14100013	Zoning Violations	4217 EL MAR Dr LAUDERDALE BY THE SEA, FL 33308	14100013 - Buena Vista Oceanside - Failure to obtain a site plan amendment - Recorded 12/22/2016 Instrument #114113385, p 1-5.	\$0	Closed
9/30/2015	15090018	Zoning Violations	4217 EL MAR Dr LAUDERDALE BY THE SEA, FL 33308	15090018 - KM Buschbaum - failure to obtain a site plan amendment	\$0	Closed
11/19/2015	23996	Nuisance/Overgrowth Weeds & Grass	4217 EL MAR Dr LAUDERDALE BY THE SEA, FL 33308	OVG weeds	\$0	Closed
12/4/2015		BTR Inspection/Commercial	4217 EL MAR Dr LAUDERDALE BY THE SEA, FL 33308	BTR INSPECTION WITH FIRE MARSHALL	\$0	Closed
12/16/2015	16010011	Building Code (FBC) Violation	4217 EL MAR Dr LAUDERDALE BY THE SEA, FL 33308	16010011 - Expired Building Permit for pavers. Permit opened by Buena Vista Oceanside and replaced by K.M. Buschbaum.	\$0	Closed
8/20/2016	26315	Landscape Violations	4217 EL MAR Dr LAUDERDALE BY THE SEA, FL 33308	Overgrown weeds in and around driveway.	\$0	Closed



10/17/2016		Citizen Complaint	4217 EL MAR Dr LAUDERDALE BY THE SEA, FL 33308	Complaint: 2 commercial trucks are being parked at the property and one of the trucks is a bucket truck and the bucket blocks the sidewalk	\$0 Closed
10/15/2020	20100011	Building Code (FBC) Violation	4217 EL MAR DR, LAUDERDALE BY THE SEA, FL 33308	20100011 As per Building Official, no permit obtained for A/C work without permit at this address.	\$0 Closed
1/26/2022	22030007	Permits Required Violations	4217 EL MAR DR, LAUDERDALE BY THE SEA, FL 33308	22030007 WWOP- A/C splits	\$74,950 Closed
10/18/2023	23100016	Animal Violations	4217 EL MAR DR, LAUDERDALE BY THE SEA, FL 33308 #apt 111	Barking dog at apt 111	\$0 Closed
4/27/2024	49681	Business Tax Receipt Reg (BTR)	4217 EL MAR DR, LAUDERDALE BY THE SEA, FL 33308	Operating without a BTR from the Town - Sec. 12-2. - Business tax receipt required.	\$0 Closed
4/27/2024	49686	Bulk Trash	4217 EL MAR DR, LAUDERDALE BY THE SEA, FL 33308	bulk trash	\$0 Open

Case Overview

Property/Incident Information

Owner	Address	Site Address
K M & BUSCHBAUM INC	PO BOX 16030 PLANTATION, FL 33318	4217 EL MAR DR, LAUDERDALE BY THE SEA, FL 33308

Legal Description

LAUDERDALE BY THE SEA 6-2 B LOT 20 BLK 16

Description

22030007 WWOP- A/C splits

Case Status Closed **Case #** 22030007

Notes

FBC 105.1 - Work done without a Permit from the Town.
As per Building Official: Work done without permits including new A/C units.
Corrective Action required: Please obtain an after-the-fact permit for all work done without a permit including all new A/C units.
For assistance with permitting or questions about the violation, you may contact the Building Department at 954-640-4215 or building@lbts-fl.gov.

If you have any questions or concerns, please contact code inspector Greg Wienbarg at 954-640-4216, or via email gregw@lauderdalebythesea-fl.gov

Documents Issued

<u>Date Issue</u>	<u>Document Type</u>
1/26/2022	Complaint
1/26/2022	Courtesy Notice
3/3/2022	Affidavit of Non-Compliance
3/7/2022	Notice of Violation
3/7/2022	Notice of Hearing
4/15/2022	Affidavit of Service
4/28/2022	Affidavit of Non-Compliance
5/6/2022	Notice of Hearing
5/6/2022	Notice of Hearing
5/6/2022	Notice of Hearing
5/6/2022	Final Order
5/26/2022	Affidavit of Non-Compliance
6/3/2022	Notice of Hearing
6/3/2022	Order of Imposition/Liens
6/22/2022	Affidavit of Non-Compliance
7/6/2022	Lien Recorded Information
8/2/2023	Affidavit of Non-Compliance
6/10/2024	Affidavit of Compliance

Case Overview

Violations

Ordinance/Regulation	Section	Description	Date Complied
Florida Building Code	FBC BCA Section 105.1. Work Without Permits.	Permits. Required: Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, remove or demolish any building, structure, or any part thereof; or any equipment, device or facility therein or thereon, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this Code, or to cause any such work to be done; or to change the Occupancy of a building or structure from one use Group to another requiring greater strength, means of egress, fire and sanitary provisions; or to change to an unauthorized or prohibited use; or to install or alter any equipment for which provision is made or the installation of which is regulated by this Code; shall first make application to the Building Official and/or Fire Code Official as indicated in the FFPC or a duly authorized representative and obtain the required permits. A permit shall be deemed...	6/10/2024

Fines

<u>Fine Type</u>	<u>Section</u>	<u>Fine Type</u>	<u>Date Complied</u>	<u>Total Fine</u>
Individual Violation	FBC BCA Section 105.1. Work Without Permits.	Individual Violation	6/10/2024	\$74,700.00
Admin Fixed		Admin Fixed		\$50.00
Admin Fixed		Admin Fixed		\$200.00
			Total Fines	\$74,950.00

Payments

<u>Date</u>	<u>Payment Type Name</u>	<u>Amount</u>
	Total Payments	\$0.00
	Fees Outstanding	\$74,950.00



Town Commission Agenda Item Report

Meeting Date: October 8, 2024

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Presentations

Agenda Section: NEW BUSINESS

Subject Title: Application for Relief of Code Compliance Lien at 4225 El Mar Drive.

Explanation:

BACKGROUND

The Town Commission established a lien mitigation policy in 2010 to encourage the renovation and rehabilitation of properties that had already brought code violations into compliance. This policy was adopted in 2010 (Resolution 2010-13). In 2013, the Town Commission amended it to allow a purchaser of a single-family residence that still had code violations to apply for lien settlement (Resolution 2013-05). In order to submit an application, such a property is required to meet the following requirements;

1. The transaction must be between unrelated persons,
2. The code relief must facilitate the sale of the property, and
3. The conditions contained in the relevant Commission Settlement Order must be fully met before any lien is released.

After the 2013 Code Settlement resolution was adopted, the Commission further amended the policy in 2014 to allow lien mitigation on commercial and multifamily properties still in violation. This policy is still in use today (**Resolution 2014-22 - Exhibit 1**). Requests to reduce the lien by less than 50% can be reviewed and approved by the Town Manager; requests for greater relief are determined by the Town Commission.

Essentially, the decision to approve a lien mitigation is a decision to settle the Town's claim rather than pursue the legal steps needed to attempt to obtain full payment of the lien. The Town considers such requests only after the property has come into compliance unless there is a showing that a sale or transfer to a responsible property owner is being hindered by the presence of the liens.

In addition to the ownership requirements outlined above, the mitigation policy requires the Town Commission to consider all relevant factors to determine what relief, if any, is appropriate, including but not limited to the following factors:

1. The nature and gravity of the violation(s);
2. Any actions taken by the applicant to correct the violation(s);
3. The length of time between the previously ordered compliance date and the date the violation(s) was brought into compliance;
4. Any actual costs expended by the applicant to cure the violation(s), if supported by documentation;
5. Any other prior violations committed by the applicant on the subject property or upon any other property owned by the applicant within the Town; and
6. Equitable considerations;
 - a. Whether there was any extraordinary hardship which existed or currently exists
 - b. Whether the Applicant was the property owner when the fine or lien was imposed;
 - c. Whether the property is homestead or non-homestead property;
 - d. Whether the Town lien is interfering with the sale or restoration of the property or will prevent the property from being conveyed to a new owner.

Per the policy, the Town Commission is required to enter an Order denying or granting the requested relief or such relief as the Town Commission deems appropriate. They may also direct such action as may be appropriate to effectuate the ordered relief. The Town Commission may also decide to deny the application with or without prejudice depending on the circumstances of the case. It should also be noted that relief granted under the lien mitigation resolution is strictly discretionary by the Town, and the Town's disposition of an Application is not subject to appeal.

APPLICATION HISTORY

The Town received a mitigation application (**Exhibit 2**) from MP Holdings LLC for the property located at 4225 El Mar Drive (the Property) on August 29, 2024. The applicant purchased the Property on August 23, 2023 with outstanding liens incurred by the previous owner. The property is in compliance and has recently changed hands. A summary of code violations on this property is provided below in **Table 1**.



Figure 1- Subject Property

Table 1: Violations and Permit History

CASE# 22010021- Work done without permits. The A/C unit on the roof was removed without a demo permit. Multiple individual A/C units were installed in rooms without permits.

DATE	NARRATIVE	Total Accumulated Lien
9/18/2015	Property Owner: K.M & Bushcbaum, LLC	\$325,400
01/20/2022	FBC 105.1 - Work done without a Permit from the Town. As per the Town's Building Official, work was completed without permits. The A/C unit on the roof was removed without a demo permit. Multiple individual A/C units were installed in rooms without permits. The building does not currently have air conditioning running to any parts of the building except to the rooms where the unpermitted split a/c units were installed. Per building official, this violation constituted an emergency health and safety issue for the entire building. The below corrective action was requested. Corrective Action required: Obtain an after-the-fact permit for all work done without permits. Comply with any stipulations of the permit(s), obtain all required inspections, and ensure that the permit(s) is closed.	
1/31/2022	At the January 27, 2022 Special Magistrate Hearing, the Magistrate found that violation(s) existed. The Magistrate issued a Final Order, ordering the respondent to comply by February 23, 2022 or a fine of \$250 per violation per day will accrue beginning February 24, 2022 until compliance is reached and verified by the Town. A hearing cost of \$50 was assessed for this hearing. The Magistrate ordered that the case return to the case will return to the February 24,	

	2022 for certification of lien if compliance was not reached and confirmed by the time required and/or the hearing cost was not paid, Nobody was present for the respondent.	
2/24/2022	At the February 24, 2022 Special Magistrate Hearing, the Magistrate continued the case to the April 28, 2022 hearing at the recommendation of Code Compliance. No Hearing Cost was assessed for this hearing.	
4/28/2022	At the April 28, 2022 Special Magistrate Hearing, the Magistrate found that the (FBC 105.1- WWOP) was not corrected as required and certified the lien. The Magistrate also certified a Hearing Cost of \$200 for this hearing.	
7/5/2022	A lien was recorded against the property on July 5, 2022 (Instrument # 118252206)	
8/21/2023	Current Property Owner: MP Holdings LLC takes title to the property	

CASE# 22010023- Property maintenance issues throughout building

DATE	NARRATIVE
1/21/2022	A violation was issued against the property for exterior maintenance violations and general structural issues. The individual violations are outlined below. The Town's Code Inspector issued a notice of violation giving the property 30 days to remedy the violations with a reinspection date of February 24, 2022. Individual Violation Section 6-41(b) - Maintenance of exterior of premises. Individual Violation 1) Repair spalling and crumbling concrete on the exterior of the building with a permit. 2) Repair and secure hanging and open electrical box on the roof. 3) Add a cover to the open electrical box in the meter room. 4) Repair all chipping and discolored paint areas including rust spots. Individual Violation Section 6-36(a). General structural specifications. Individual Violation

	1) Replace the missing door handle and replace the broken window on the second-floor stairwell access door. 2) Repair all doors so that they can open, and latch closed properly including the doors to the stairwells and access to the roof. 3) Repair the A/C returns on the roof to their original condition, so they are not left wide open for rainwater intrusion. 4) Replace all missing and discolored ceiling tiles. 5) Unlock all common area bathrooms and maintain them in a proper working condition. 6) Replace all missing, broken, and dead lightbulbs so that all the lights work in all common areas.
2/24/2022	The Town's code inspector reinspected property on February 24, 2022 prior to monthly code compliance hearing, and only 3 items from the violation list had been corrected. As a result, the case proceeded to hearing with a request for a final order. At the February 24, 2022 Special Magistrate Hearing, the Magistrate found that violation(s) still existed. The Magistrate issued a Final Order, ordering the respondent to bring the property into compliance by April 27, 2022 or a fine of \$100 per violation per day will accrue beginning April 28, 2022 until compliance is reached and verified by the Town. A Hearing Cost of \$50 was also assessed for this hearing. The Property Manager of record at the time of hearing was present for the property owner.
04/28/2022	At the April 28, 2022, Special Magistrate Hearing, the Magistrate continued the case to the May 26, 2022 hearing at the recommendation of Code Compliance. No Hearing Cost was assessed for this hearing.
5/28/2022	At the May 26, 2022, Special Magistrate Hearing, the Magistrate found the property had not complied with the previously issued Final Order. The Town's Special Magistrate certified the lien, including the previous hearing cost of \$50 and an additional hearing cost of \$200.
7/5/2022	The Town recorded a lien in the public record for Broward County on July 5, 2022 (Instrument # 118252504).

The current owner purchased the property on August 21, 2023. It should be noted that **NO** code compliance violations have been cited since the current owner took possession of the property. Upon purchase, the current owner immediately contacted Code Compliance to determine the remedies needed to comply the existing violations and stop fines from continuing to accrue. The Town's Code and Building departments have worked well with the current property owners to ensure all required permits and inspections were completed under the Florida Building Code. A summary of the building permits issued under the current owner is provided below;

BUILDING PERMIT HISTORY: UNDER CURRENT OWNERSHIP

24-015306	A/C permit	Expired	Issued 02/26/2024; Expiration 8/25/2024 Renewed 9/23/24	HVAC and electrical concrete openings, Install 6 AC units
23-015175	Roofing	Closed	Issued 01/17/2024; Expiration 8/16/2024 Closed 5/16/2024	Tile/flat re-roof
23-015056	Structural	Open	Issued 11/27/2023; Expiration 5/27/2024 Renewed 9/23/2024	Stucco structural repairs & exterior painting
23-014953	Mechanical	Closed	Issued 11/06/2023; Expiration 2/14/2024; Closed 11/14/2023	After the fact - demolition of chiller

A summary of the cases and the offered settlement is shown in **Table 2**. The applicant is the new owner and is requesting a 95% reduction in fines for a total offered settlement of \$16,000.

Table 2: Code Fines Summary

Case	Violation	Days in Violation	Days in Violation Under Current Ownership	Daily Fine	Total Due	Offered Settlement	Reduction Requested
22010021	FBC BCA Section 105.1. Work Without Permits.	880	336	\$250	\$220,000	\$11,000	\$209,000
22010023	Section 6-41(b) - Maintenance	527	46	\$100	\$52,700	\$2,635	\$50,065

	of exterior of premises.						
22010023	Section 6-36(a). General structural specifications.	527	46	\$100	\$52,700	\$2,635	\$50,065
TOTALS					\$325,400	\$16,000	\$309,130 (95%)

Under the Town's procedures for relief from code enforcement liens (Resolution 2014-22, Policy Section 5) the Commission shall consider all relevant factors to determine what relief, if any, is appropriate, including the following criteria:

1. The nature and gravity of the violation.

The property was cited under the Florida Building Code Section 105.1 for work without a permit due to the A/C unit to the building being removed. In addition, citations were issued under Town Code section 6-41(b) for property maintenance issues and Town Code Section 6-36(a) due to structural issues around the building.

2. Any actions taken by the Respondent to correct the violation.

On November 6th permit applications were submitted to begin complying with all the violations. Compliance was reached by submission of permits to install new A/C units on roof, in addition to correcting all the property issues described by the code inspector. Additional permits were issued on 11/24/2023, 1/17/2024, and 2/26/2024. **(Table 1)** .

3. The length of time between the previously ordered compliance date and the date the violation was brought into compliance.

- Code case #22010021 was brought into compliance on July 22, 2024 880 days after the Final Order and 336 days since the applicant purchased the property.
- Code case #22010023 was brought into compliance on October 6, 2023, 527 days after the Final Order and 47 days since the applicant purchased the property.
- Code case #22010023 was brought into compliance on October 6, 2023, 527 days after the Final Order and 47 days since the applicant purchased the property.

4. Any actual costs expended by the Respondent to cure the violation as provided by supporting documentation.

The applicant paid \$1,000 administrative fees that were assessed on the property. They also paid the \$500 mitigation application fee. The fees to obtain the permit(s) necessary to cure

the violation were \$7,595.96. The applicant has invested over \$600,000 in renovating the property. The contracts obtained for all the work completed are attached under **Exhibit 1**.

5. Any other prior or current violations committed by the Respondent on the subject property or upon any other property owned by the Respondent within the Town.

The property has remained free of any NEW code violations under new ownership.

Recommendation: Staff recommends the Commission hear from the applicant's representative, determine the appropriate mitigation amount for the lien, and require full payment of that mitigated amount by November 8, 2024.

Exhibits:

1. Resolution 2014-22 Amendment to Code Enforcement Fines or Liens
2. Mitigation Application 4225 Signed
3. Supplemental Documents- Contracts
4. CODE HISTORY 4225 EL MAR DR
5. CASE OVERVIEW 4225 EL MAR DRIVE

RESOLUTION 2014-22

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE PRIOR TOWN CODE POLICY FOR THE REDUCTION OF CODE ENFORCEMENT FINES OR LIENS; ESTABLISHING A NEW PROCEDURE FOR REQUESTING REDUCTION OF TOWN CODE ENFORCEMENT FINES OR LIENS; PROVIDING AUTHORIZATION TO THE TOWN MANAGER; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Town Charter Section 5.5(9), the Town Commission may by motion, direction, ordinance or resolution assign additional duties to the Town Manager; and

WHEREAS, Section 162.09(3), Florida Statutes, provides that "[a] lien arising from a fine imposed pursuant to this section runs in favor of the local governing body, and the local governing body may execute a satisfaction or release of lien entered pursuant to this section;" and

WHEREAS, the Town Commission adopted Resolution 2013-05 on February 26, 2013, executed on March 1, 2013, re-establishing and amending a Town policy and procedure established in 2010 by Resolution 2010-13, by which persons may request that the Town reduce code enforcement fines or liens against their properties (the "Town Code Settlement Policy"); and

WHEREAS, the Town Commission desires to further amend the Town Code Settlement Policy.

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

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

Section 2. Policy Amended. The Town Commission hereby adopts Exhibit "A", attached hereto, as the revised Town Code Settlement Policy.

Section 3. Authorization of Town Manager. Consistent with the revised Policy,

RESOLUTION 2014-22

the Town Commission continues to delegate to the Town Manager the authority to negotiate and settle code liens or fines as provided therein, and continues to authorize the Town Manager to develop any procedures or forms deemed necessary to implement the Town Code Settlement Policy.

Section 4. Conflicts. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

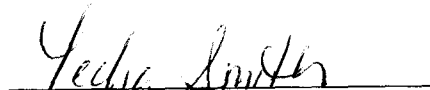
Section 5. Severability. If any section, sentence, clause or phrase of this Resolution or Exhibit is held to be invalid by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

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

PASSED AND ADOPTED this 10th day of June, 2014.


Mayor Scot Sasser

Attest:


Town Clerk

APPROVED AS TO FORM:


Susan L. Trevarthen, Town Attorney

(CORPORATE SEAL)

Exhibit “A” to Resolution 2014-22

Town of Lauderdale-By-The-Sea

TOWN CODE SETTLEMENT POLICY

PROCEDURES FOR RELIEF FROM CODE FINES OR LIENS

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1. **Application.** – A completed and executed Town Application for Relief shall be filed with the Town Manager or designee. In order for the Town to process an Application for relief, all of the violations on the property must be in compliance except as noted in Section 2 below, and the Application shall include all of the following, plus any additional information required by the Town Manager:
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- A. The name and contact information of the property owner. If represented by an attorney or representative, the contact information of that person; and the attorney or representative shall either file a Notice of Appearance, or must sign the application.
- B. Address or brief legal description, or both, of the property on which the violation(s) occurred.
- C. Sufficient information (including the nature of violation(s), the date or approximate date on which violation(s) occurred, date or approximate date on which finding of violation(s) was made or on which penalty was imposed, and citation or case number.) A copy of the order shall be attached.
- D. An explanation of the relief sought, along with any supporting documentation and evidence.
- E. The non-refundable application fee.
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2. **Code Compliance.** - It is the policy of the Town Commission that prior to accepting an Application for Relief, all of the violations on the subject property shall be in compliance; however, when the sale or transfer of a ~~single family residence~~ property¹ to a new owner is hindered because it has a continuing code violation(s), the Town will accept an Application for Relief from the prospective buyer subject to the following:
- ~~Applicable Only to Single Family Residences with Code Violations.~~
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- A. The purchase is an arm's length transaction between unrelated parties. Documentation shall be provided of all persons and entities that have an interest in the property (buyers and sellers).
- B. The buyer has a valid executed sales contract with limited exceptions or contingencies, which are acceptable to the Town.
- C. The buyer proposes a specific date by which the code violation(s) will be corrected and the reduced fine amount will be paid to the Town.
- D. The buyer acknowledges the terms and conditions of a Town Order Reducing Code Enforcement Liens or Fines, which will substantially provide:

¹ Additions are shown in underline font; deletions are shown in ~~strikethrough~~ font.

Exhibit “A” to Resolution 2014-22

Town of Lauderdale-By-The-Sea

TOWN CODE SETTLEMENT POLICY

PROCEDURES FOR RELIEF FROM CODE FINES OR LIENS

-
- i. The buyer takes the property subject to the accruing code liens and fines and agrees to perform as provided in the relief order approved by the Town.
- ii. If the code violations are not corrected within the specified time period and the reduced fine amount is not paid, the relief agreed to by the Town shall terminate without any future action of the Town.
- iii. A waiver of any right to challenge the Town’s entitlement to the initial code fines or liens, any remaining outstanding fines or liens, or the Town’s handling of the application for relief.
3. **Town Foreclosure Proceedings.** - The Town will not grant relief to any Applicant whose property is subject of any pending foreclosure proceedings filed by the Town Attorney’s Office without the express written approval of the Town Attorney’s Office.
4. **Hearing Authority.** – A properly submitted Application for Relief will be considered by the Town Manager or the Town Commission as follows:
- A. The Town Manager is authorized to negotiate and settle Code liens or fines when the negotiated reduced fine is within the Town Manager’s Purchasing Authority and the reduction in fines is less than 50% of the amount owed.
- B. If the Application requires Town Commission approval, it will be set for the next available regular Town Commission meeting date after all requirements have been met and after the Application is approved by the Town Manager. The Town Manager or designee shall notify the Applicant of the scheduled hearing. The property owner or violator requesting the reduction of fine must appear at the hearing for the reduction of fine unless they designated an agent, in which case the designated agent shall appear at the hearing. No such hearing shall proceed if the Applicant or representative is not present at the hearing.
5. **Determination.** – The Hearing Authority shall consider all relevant factors to determine what relief, if any, is appropriate including, but not limited to the following factors:
- A. The nature and gravity of the violation(s);
- B. Any actions taken by the applicant to correct the violation(s);
- C. The length of time between the previously ordered compliance date and the date the violation(s) was brought into compliance;
- D. Any actual costs expended by the applicant to cure the violation(s), if supported by documentation;
- E. Any other prior violations committed by the applicant on the subject property or upon any other property owned by the applicant within the Town; and
- F. Equitable considerations.

Exhibit “A” to Resolution 2014-22

Town of Lauderdale-By-The-Sea

TOWN CODE SETTLEMENT POLICY

PROCEDURES FOR RELIEF FROM CODE FINES OR LIENS

- i. Whether there was any extraordinary hardship which existed or currently exists;
- ii. Whether the Applicant was the property owner when the fine or lien was imposed;
- iii. Whether the property is homestead or non-homestead property;
- iv. Whether the Town lien is interfering with the sale or restoration of the property or will prevent the property from being conveyed to a new owner.

The Hearing Authority shall enter an Order, in a form approved by the Town Attorney, denying or granting the requested relief, or such relief as the Hearing Authority deem proper, and may direct such action as may be appropriate to effectuate the ordered relief.

A copy of the Order approving or denying the Application shall be furnished to the Applicant, and may be served by U.S. First Class Mail.

Applicants who accept the offered relief under this procedure shall sign a waiver prepared by the Town Attorney of any right to challenge the Town’s entitlement to the remaining outstanding fines or liens, or the Town’s handling of the Application for relief and if applicable Town Order Reducing Code Enforcement Liens.

6. **Payment and Performance.** – Any relief granted shall be contingent upon payment of any outstanding amounts within the specified time period and completion of any required performance to effectuate code compliance. Failure to provide valid payment to the Town or to perform as required within the specified time period shall cause the original penalty(s) to continue and the approved relief to terminate without any future action of the Town.

Upon showing by the Applicant of a valid reason beyond the control of the Applicant, the Town Manager may approve one limited time extension if in the best interest of the Town. Once the Town has verified code compliance and received the monies due the Town, the Town will prepare and record the applicable release of lien.

7. **Denial with Prejudice.** – The Hearing Authority may deny the application with or without prejudice depending on the circumstances of each case.

Appeal. – Relief under this policy is strictly discretionary by the Town, and the Town’s disposition of an Application shall not be subject to appeal.

APPLICATION FOR RELIEF FROM CODE FINES OR LIENS

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TOWN OF LAUDERDALE-BY-THE-SEA

4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308
Tel: (954) 640-4210 Fax: (954) 634-4654

Notice: This application is available as a WORD document for your convenience.

The Town accepts applications for code fine relief from owners of properties that have corrected ALL of the violations on the subject property. In certain very limited circumstances, the purchaser of a single family property may apply for a code fine or lien reduction before compliance is complete.

The Town's policy and procedures for code relief is set forth in Resolution 2014-22. You are required to read Resolution 2014-22 prior to submitting your relief application.

CASE # 22010021 & 22010023

TOWN OF LAUDERDALE-BY-THE-SEA vs.

(Name of Respondent(s) as listed)

Property owner: MP Holdings, LLC

Address: 1460 S Palm Ave, Pembroke Pines, FL 33025

Phone numbers: 305-586-5971

Email Address: deltoro@mpmd.us

ADDRESS OF PROPERTY: 4225 El Mar Drive, Lauderdale by the Sea, FL 33308

(Where violation(s) existed)

NATURE OF VIOLATION: Work without permits and general structural violations.

Name of applicant (if not owner): Jose Del Toro, MBA

Contact information: 305-586-5971

THIS PROPERTY CURRENTLY IS ☐ IS NOT ☒ (check one) INVOLVED IN LITIGATION

All Applications SHALL submit a copy of the following documentation (when applicable):

(Reference any supporting documentation as Exhibit 1, Exhibit 2, and so forth.)

1. Notice of Lis Pendens recorded with Broward County Records with the date, book and page shown;
2. Foreclosure Complaint;

APPLICATION FOR RELIEF FROM CODE FINES OR LIENS

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3. Foreclosure Order, with the recording date, book and page shown;
4. Final Summary Judgment of Foreclosure, with the recording date, book and page shown;
5. Certification of Lien Order, with the recording date, book and page shown;
6. New Certificate of Title, with the recording date, book and page shown;
7. Town's Final Order of Imposition of Fine; and
8. Claim of Lien(s) with the recording date, book and page shown.
9. Reduced payment offer per case. Justification of the offered amount must be provided for each case.

FACTORS RELEVANT TO APPLICATIONS FOR RELIEF:

1. The nature and gravity of the violation(s);
2. Any actions you have taken to correct the violation(s);
3. The length of time between the previously ordered compliance date and the date the violation(s) was brought into compliance;
4. Any actual costs you expended to cure the violation(s), if supported by documentation;
5. Any other prior or current violations you committed on the subject property or upon any other property you own within the Town; and
6. Equitable considerations.
 - i. Whether there was any extraordinary hardship which existed or currently exists;
 - ii. Whether the Applicant was the property owner when the fine or lien was imposed;
 - iii. Whether the property is homestead or non-homestead property;
 - iv. Whether the Town lien is interfering with the sale or restoration of the property or will prevent the property from being conveyed to a new owner.

WHY RELIEF SHOULD BE GRANTED:

(When you completed this section, at a minimum, address the above factors.)

We respectfully request the commission consider a significant reduction in the fines levied against the Buena Vista Hotel, from \$400,100 to \$20,005. This request is grounded in several critical factors:

Nature and Gravity of the Violations: The violations, although serious, predated our ownership and were not incurred under our management.

APPLICATION FOR RELIEF FROM CODE FINES OR LIENS

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Corrective Actions: MP Holdings has proactively addressed all inherited violations, investing over \$600,000 in necessary repairs and upgrades to bring the property into full compliance swiftly.

Timeliness of Compliance: We achieved compliance well ahead of the typical timelines, showcasing our commitment to rectifying the issues expeditiously.

Financial Burden: The actual costs expended to cure these violations are well-documented and significant, reflecting our financial commitment to restoring the property.

Equitable Considerations: There has been substantial hardship due to the state of the property at the time of purchase, and these fines, if upheld at their current level, would severely impact our ability to further invest in and enhance the property. Furthermore, as the violations occurred prior to our acquisition, it is equitable to consider reducing the fines to reflect the proactive measures taken post-purchase.

In light of these factors, we believe a reduction in fines is not only justified but essential to support the ongoing restoration and improvement efforts at the Buena Vista Hotel, which will benefit the community at large.

(Reference any supporting documentation as Exhibit 1, Exhibit 2, and so forth.)

Please refer to the slide deck, designated as Exhibit 1, which outlines the comprehensive efforts and investments made by MP Holdings to bring the Buena Vista Hotel into compliance.

Please refer to the roofing contract, included as Exhibit 2, detailing the scope and costs associated with the new roof installation.

Refer to the air conditioning system contract, which is presented as Exhibit 3, illustrating the details and financial commitment for the new AC system.

Please see the windows and doors contract, documented as Exhibit 4, which outlines the specifications and costs for the new impact-resistant installations.

APPLICATION FOR RELIEF FROM CODE FINES OR LIENS

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Name of Property Owner or Representative: Jose Del Toro, MBA

Address: 1460 S Palm Ave, Pembroke Pines, FL 33025

Business Phone Number: 954-239-7486

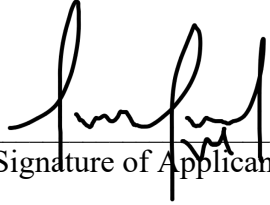
Cell Phone Number: 305-586-5971

Email Address: deltoro@mpmd.us

I CERTIFY THAT I have read Resolution 2014-22 and that I am:

- ☐ the owner of the subject property;
☐ an Attorney representing the owner,
☐ the legal representative for the property, or
☒ otherwise authorized to act on behalf of the property owner in this matter.

AND DOCUMENTATION OF THIS IS ATTACHED.



Signature of Applicant

08/29/2024

Date

APPLICATION FOR RELIEF FROM CODE FINES OR LIENS

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PROCEDURES FOR RELIEF FROM CODE LIENS OR FINES

Application:

A non-refundable application fee is required to be submitted with your completed application.

A completed Application for Relief will be considered by the Town Manager or the Town Commission as follows:

- A. The Town Manager is authorized to negotiate and settle Code liens or fines when the negotiated reduced fine is within the Town Manager's Purchasing Authority (\$15,000) and the reduction in fines is less than 50% of the amount owed.
- B. If the Application requires Town Commission approval, it will be set for the next available regular Town Commission meeting date after all requirements have been met and after the Application is approved by the Town Manager.

The Town Manager or designee shall notify the Applicant of the scheduled hearing. The property owner or violator requesting the reduction of fine must appear at the hearing for the reduction of fine unless they designated an agent, in which case the designated agent shall appear at the hearing. No such hearing shall proceed if the Applicant or representative is not present at the hearing.

PAYMENT AND PERFORMANCE

Any relief granted shall be contingent upon payment of any outstanding amounts within the specified time period and completion of any required performance to effectuate code compliance. Failure to provide valid payment to the Town or to perform as required within the specified time period shall cause the original penalty(s) to continue and the approved relief to terminate without any future action of the Town.

Upon showing by the Applicant of a valid reason beyond the control of the Applicant, the Town Manager may approve one limited time extension if in the best interest of the Town. Once the Town has verified code compliance and received the monies due the Town, the Town will prepare and record the applicable release of lien.

HOTEL RESTORATION

BY MP HOLDINGS, LLC.

Buena Vista Hotel



TABLE OF CONTENT

01

Buena Vista's Pre-Purchase Condition

VIOLATIONS AND NOT UP TO CODE

02

MP Holdings' Remediation Efforts

BRINGING BUILDING UP TO COMPLIANCE

03

Financial Commitment and Achievements

NEW ROOF, A/C SYSTEMS, WINDOWS AND DOORS, AND MORE

04

Vision for the Future

RENOVATIONS AND REMODELING





OPENING STATEMENT

Buena Vista Hotel at 4225 El Mar Drive embarked on a transformative journey since MP Holdings' acquisition of this property in September of 2023. We at MP Holdings have diligently rectified over 17 pre-existing violations, investing more than \$600,000.00 into bringing this establishment not only into compliance but also into a state that we can all be proud of. In light of these efforts and the fact that all violations occurred prior to our ownership, we respectfully request a reduction of the accumulated fines from \$400,100.00 to \$20,005.00, reflecting our commitment and considerable investment in the community.

Buena Vista Hotel

INITIAL STATE



NO EXISTING CONTRACTS

Inherited a property with no active maintenance contracts, leaving critical systems unchecked and in disrepair.



MULTIPLE VIOLATIONS

Took over with over 17 recorded regulatory violations ranging from minor infractions to major compliance issues.



UNSAFE STRUCTURES

Encountered numerous safety hazards including structural instabilities and neglected emergency exits.



NEGATIVE COMMUNITY PERCEPTION

The hotel's dilapidated state and visible neglect had fostered a poor reputation within the local community.

MP HOLDINGS' REMEDIATION EFFORTS



RAPID RESPONSE AND INITIAL REPAIRS

Immediately addressed critical safety violations by repairing structural damages and updating fire safety systems within the first three months of ownership.



COMPREHENSIVE COMPLIANCE STRATEGY

Developed and implemented a long-term compliance plan, which included regular inspections, hiring certified contractors, and ensuring all renovations met local building codes and safety standards.



COLLABORATION WITH LOCAL AUTHORITIES

Engaged proactively with local health and safety inspectors and city planners to ensure all remedial actions were transparent and in line with city regulations, fostering a cooperative relationship.

FINANCIAL COMMITMENT AND ACHIEVEMENTS



NEW ROOF INSTALLATION

Invested \$135,000 in a complete roof overhaul, ensuring compliance with the latest safety and weatherproofing standards.



NEW AIR CONDITIONING SYSTEM

Allocated \$168,000 towards installing a state-of-the-art air conditioning system, significantly improving energy efficiency and guest comfort.



NEW IMPACT WINDOWS AND DOORS

Spent \$143,749 on new impact-resistant windows and doors, enhancing building safety and reducing noise pollution.



MISCELLANEOUS UPGRADES

Dedicated \$150,000 to various enhancements including fresh paint, new flooring, updated lighting, structural repairs, professional architectural plans, and revitalized landscaping.

VISION FOR THE FUTURE



EXPANSION TO 14 NEW UNITS

Planning to expand our offerings by remodeling existing spaces into 14 modern, luxury units, enhancing our capacity and guest experience.



ENHANCED GUEST SERVICES

Future plans include enhancing our amenities and services to offer a more personalized guest experience, focusing on comfort, convenience, and high-quality service to meet the needs of our visitors.



COMMUNITY ENGAGEMENT AND SUSTAINABILITY

Committed to engaging more with the local community through events and partnerships, while implementing green practices to ensure environmental sustainability.

CONTACT INFORMATION



305-586-5971



deltoro@mpmd.us



**1460 S Palm Ave,
Pembroke Pines, FL 33025**



THANK YOU
Buena Vista Hotel



Return to Search

Check Taxroll

Find on Map

Memo

Add New Incident

General Information

Parcel ID

494318011600

Business Name

Address

4225 EL MAR DR, LAUDERDALE BY THE SEA, FL 33308

Owner Name

K M & BUSCHBAUM INC

Prop. Class

39

Owner Address

PO BOX 16030

Zone

Owner City/St/Zip

PLANTATIONFL33318

Legal Desc.

LAUDERDALE BY THE SEA 6-2 B LOT 18 & 19 BLK 16

Incidents

ALL OPEN ONLY

Date	Case #	Type	Site Address	Description	Balance	Status
3/19/2013	15004	Permits Required Violations	4225 EL MAR Dr LAUDERDALE BY THE SEA, FL 33308	A range installed in the kitchen on the second floor of the building without a permit.	\$0	Closed
7/26/2013	16013	No Garbage/Trash Service (Franchise Agreement)	4225 EL MAR Dr LAUDERDALE BY THE SEA, FL 33308	Garbage account for the hotel is delinquent.	\$0	Closed
12/12/2014	20796	Sign Violations	4225 EL MAR Dr LAUDERDALE BY THE SEA, FL 33308	Extra large banner at the property	\$0	Closed
1/23/2015	21097	Sign Violations	4225 EL MAR Dr LAUDERDALE BY THE SEA, FL 33308	sign advertising hotel rates	\$0	Closed
2/17/2015	15020002	Sign Violations	4225 EL MAR Dr LAUDERDALE BY THE SEA, FL 33308	sign advertising hotel rates	\$0	Closed
12/4/2015	24223	BTR Inspection/Commercial	4225 EL MAR Dr LAUDERDALE BY THE SEA, FL 33308	BTR INSPECTION WITH FIRE MARSHALL	\$0	Closed
6/8/2016	16060014	Building Code (FBC) Violation	4225 EL MAR Dr LAUDERDALE BY THE SEA, FL 33308	16060014 - Work without permits (holes knocked in exterior walls for temporary A/Cs).	\$0	Closed
6/3/2017		Property Maintenance (General)	4225 EL MAR DR, LAUDERDALE BY THE SEA, FL 33308	Fire damage in 2nd Floor south balcony. Storage, trash.	\$0	Closed
1/20/2022	22010021	Property Maintenance (General)	4225 EL MAR DR, LAUDERDALE BY THE SEA, FL 33308	22010021 - Health & Safety violations	\$220,250	Closed
1/21/2022	22010023	Property Maintenance (General)	4225 EL MAR DR, LAUDERDALE BY THE SEA, FL 33308	22010023 Doors, ceiling, balconies, etc. in disrepair	\$105,650	Closed

12/20/2022		Property Maintenance (General)	4225 EL MAR DR, LAUDERDALE BY THE SEA, FL 33308	Inspected subsequent to complaints from tenant regarding roof leaks.	\$0 Closed
3/30/2024		Parking or Storage of Trailers	4225 EL MAR DR, LAUDERDALE BY THE SEA, FL 33308	truck parked in swale with flat tire	\$0 Closed
4/27/2024	49680	Business Tax Receipt Reg (BTR)	4225 EL MAR DR, LAUDERDALE BY THE SEA, FL 33308	Operating without a BTR from the Town - Sec. 12-2. - Business tax receipt required.	\$0 Closed

Case Overview

Property/Incident Information

Owner	Address	Site Address
K M & BUSCHBAUM INC	PO BOX 16030 PLANTATION, FL 33318	4225 EL MAR DR, LAUDERDALE BY THE SEA, FL 33308

Legal Description

LAUDERDALE BY THE SEA 6-2 B LOT 18 & 19 BLK 16

Description

22010021 - Health & Safety violations

Case Status Closed **Case #** 22010021

Notes

FBC 105.1 - Work done without a Permit from the Town.
As per Building Official: Work done without permits. A/C unit on the roof was removed without a demo permit. Multiple individual A/C units were installed in rooms without permits. The building does not currently have air conditioning running to any parts of the building except to the rooms where the unpermitted split a/c units were installed. Per building official, this is an emergency health and safety issue for the entire building.
Corrective Action required: Please obtain an after-the-fact permit for all work done without permits. Please comply with any stipulations of the permit(s), obtain all required inspections, and ensure that the permit(s) is Closed.
For assistance with permitting or questions about the violation, you may contact the Building Department at 954-640-4215 or building@lbts-fl.gov.

Sec. 6-41(a)(5) – Please keep all building exteriors and structures free of holes, excavations, breaks, projections, obstructions, and excretions of pets and other animals on paths, walks, driveways, parking lots and parking areas, and other parts of the premises which are accessible to or used by persons on the premises. Clean up and remove all bird feces on the balconies. This is an emergency health and safety issue.

If you have any questions or concerns, please contact code inspector Greg Wienbarg at 954-531-5596, or via email gregw@lauderdalebythesea-fl.gov

Documents Issued

<u>Date Issue</u>	<u>Document Type</u>
1/20/2022	Complaint
1/20/2022	Notice of Violation
1/20/2022	Notice of Hearing
1/21/2022	Affidavit of Service
1/27/2022	Affidavit of Non-Compliance
2/4/2022	Notice of Hearing
2/4/2022	Final Order
2/23/2022	Affidavit of Non-Compliance
3/2/2022	Notice of Hearing
4/28/2022	Affidavit of Non-Compliance
5/6/2022	Notice of Hearing
5/6/2022	Order of Imposition/Liens

Case Overview

6/23/2022

Affidavit of Non-Compliance

7/6/2022

Lien Recorded Information

7/22/2024

Affidavit of Compliance

Violations

Ordinance/Regulation	Section	Description	Date Complied
Chapter 6 - Building and Building Regulations	Section 6-41(a)(5) - Maintenance of exterior of premises.	The exterior of buildings and structures and all property shall be kept free of all nuisances, and any hazards to the safety of occupants, customers, pedestrians and other persons utilizing the premises and free of unsanitary conditions and any of the foregoing shall be promptly removed and abated by the owner or operator. It shall be the duty of the owner or operator to keep the premises free of hazards which include, but are not limited to, the following: Holes, excavations, breaks, projections, obstructions, and excretions of pets and other animals on paths, walks, driveways, parking lots and parking areas, and other parts of the premises which are accessible to or used by persons on the premises;	2/23/2022
Florida Building Code	FBC BCA Section 105.1. Work Without Permits.	Permits. Required: Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, remove or demolish any building, structure, or any part thereof; or any equipment, device or facility therein or thereon, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this Code, or to cause any such work to be done; or to change the Occupancy of a building or structure from one use Group to another requiring greater strength, means of egress, fire and sanitary provisions; or to change to an unauthorized or prohibited use; or to install or alter any equipment for which provision is made or the installation of which is regulated by this Code; shall first make application to the Building Official and/or Fire Code Official as indicated in the FFPC or a duly authorized representative and obtain the required permits. A permit shall be deemed...	7/22/2024

Fines

<u>Fine Type</u>	<u>Section</u>	<u>Fine Type</u>	<u>Date Complied</u>	<u>Total Fine</u>
Individual Violation	Section 6-41(a)(5) - Maintenance of exterior of premises.	Individual Violation	2/23/2022	\$0.00
Individual Violation	FBC BCA Section 105.1. Work Without Permits.	Individual Violation	7/22/2024	\$220,000.00
Admin Fixed		Admin Fixed		\$50.00
Admin Fixed		Admin Fixed		\$200.00
			Total Fines	\$220,250.00

Payments

<u>Date</u>	<u>Payment Type Name</u>	<u>Amount</u>
	Total Payments	\$0.00
	Fees Outstanding	\$220,250.00

Case Overview

Property/Incident Information

Owner	Address	Site Address
K M & BUSCHBAUM INC	PO BOX 16030 PLANTATION, FL 33318	4225 EL MAR DR, LAUDERDALE BY THE SEA, FL 33308

Legal Description

LAUDERDALE BY THE SEA 6-2 B LOT 18 & 19 BLK 16

Description

22010023 Doors, ceiling, balconies, etc. in disrepair

Case Status Closed **Case #** 22010023

Notes

Sec. 6-41(b) - The exterior of every building or structure shall be maintained in a good state of repair and all surfaces thereof shall be kept painted or whitewashed where necessary for purposes of preservation and appearance. All surfaces shall be maintained free of crumbling stone or brick, excessive peeling paint or other condition reflective of deterioration or inadequate maintenance. 1) Repair spalling and crumbling concrete on the exterior of the building with a permit. 2) Repair and secure hanging and open electrical box on the roof. 3) Add a cover to the open electrical box in the meter room. 4) Repair all chipping and discolored paint areas including rust spots.

Sec. 6-36(a) - General structural specifications. Foundations, floors, walls, ceilings, roofs, windows, doors, and all other building parts shall be structurally sound, weatherproof, watertight and rodent-proof, and shall be kept in good state of repair. Roof surfaces shall be watertight. Where water is permitted to stand on a roof for cooling purposes, the roof must be designed for that purpose and proper precautionary measures taken to prevent breeding of mosquitoes and other similar insects. 1) Replace the missing door handle and replace the broken window on the second-floor stairwell access door. 2) Repair all doors so that they can open, and latch closed properly including the doors to the stairwells and access to the roof. 3) Repair the A/C returns on the roof to their original condition, so they are not left wide open for rainwater intrusion. 4) Replace all missing and discolored ceiling tiles. 5) Unlock all common area bathrooms and maintain them in a proper working condition. 6) Replace all missing, broken, and dead lightbulbs so that all the lights work in all common areas.

Sec. 6-41(a)(5) – Please keep all building exteriors and structures free of holes, excavations, breaks, projections, obstructions, and excretions of pets and other animals on paths, walks, driveways, parking lots and parking areas, and other parts of the premises which are accessible to or used by persons on the premises. 1) Repair spreading pavers and broken concrete in the walkway. This is a tripping hazard.

Sec. 6-41(a)(1) - Junk, trash, debris, or construction materials not being actively utilized for construction must be removed from the premises or properly stored out of the public view. 1) Remove all bulk trash items stored outside of the property. 2) Remove all items stored in the common areas and hallways.

Documents Issued

<u>Date Issue</u>	<u>Document Type</u>
1/21/2022	Complaint
1/21/2022	Notice of Violation
1/21/2022	Affidavit of Service
1/21/2022	Notice of Hearing
2/24/2022	Affidavit of Non-Compliance
3/1/2022	Notice of Hearing

Case Overview

3/1/2022	Final Order
4/27/2022	Affidavit of Non-Compliance
5/3/2022	Notice of Hearing
5/26/2022	Affidavit of Non-Compliance
6/3/2022	Order of Imposition/Liens
6/23/2022	Affidavit of Non-Compliance
7/6/2022	Lien Recorded Information
10/6/2023	Affidavit of Compliance

Violations

Ordinance/Regulation	Section	Description	Date Complied
Chapter 6 - Building and Building Regulations	Section 6-36(a). General structural specifications.	Foundations, floors, walls, ceilings, roofs, windows, doors and all other building parts shall be structurally sound, weatherproof, watertight and rodent-proof, and shall be kept in good state of repair. Roof surfaces shall be watertight. Where water is permitted to stand on a roof for cooling purposes, the roof must be designed for that purpose and proper precautionary measures taken to prevent breeding of mosquitoes and other similar insects.	10/6/2023
Chapter 6 - Building and Building Regulations	Section 6-41(a)(1) - Maintenance of exterior of premises.	The exterior of buildings and structures and all property shall be kept free of all nuisances, and any hazards to the safety of occupants, customers, pedestrians and other persons utilizing the premises and free of unsanitary conditions and any of the foregoing shall be promptly removed and abated by the owner or operator. It shall be the duty of the owner or operator to keep the premises free of hazards which include, but are not limited to, the following: Junk, trash, debris or construction materials not being actively utilized for construction;	4/27/2022
Chapter 6 - Building and Building Regulations	Section 6-41(a)(5) - Maintenance of exterior of premises.	The exterior of buildings and structures and all property shall be kept free of all nuisances, and any hazards to the safety of occupants, customers, pedestrians and other persons utilizing the premises and free of unsanitary conditions and any of the foregoing shall be promptly removed and abated by the owner or operator. It shall be the duty of the owner or operator to keep the premises free of hazards which include, but are not limited to, the following: Holes, excavations, breaks, projections, obstructions, and excretions of pets and other animals on paths, walks, driveways, parking lots and parking areas, and other parts of the premises which are accessible to or used by persons on the premises;	4/27/2022
Chapter 6 - Building and Building Regulations	Section 6-41(b) - Maintenance of exterior of premises.	The exterior of buildings and structures and all property shall be kept free of all nuisances, and any hazards to the safety of occupants, customers, pedestrians and other persons utilizing the premises and free of unsanitary conditions and any of the foregoing shall be promptly removed and abated by the owner or operator. It shall be the duty of the owner or operator to keep the premises free of hazards which include, but are not limited to, the following: The exterior of every building or structure shall be maintained in a good state of repair and all surfaces thereof shall be kept painted or whitewashed where necessary for purposes of preservation and appearance. All surfaces shall be maintained free of graffiti, broken glass, loose shingles, crumbling stone or brick, excessive peeling paint or other condition reflective of deterioration or inadequate maintenance. Garbage storage receptacles or garbage disposal facilities shall be provided and maintained for the disposal of garba...	10/6/2023

Fines

Fine Type	Section	Fine Type	Date Complied	Total Fine
Individual Violation	Section 6-41(a)(1) - Maintenance of exterior of premises.	Individual Violation	4/27/2022	\$0.00

Case Overview

Individual Violation	Section 6-41(a)(5) - Maintenance of exterior of premises.	Individual Violation	4/27/2022	\$0.00
Individual Violation	Section 6-41(b) - Maintenance of exterior of premises.	Individual Violation	10/6/2023	\$52,700.00
Individual Violation	Section 6-36(a). General structural specifications.	Individual Violation	10/6/2023	\$52,700.00
Admin Fixed		Admin Fixed		\$50.00
Admin Fixed		Admin Fixed		\$200.00
			Total Fines	\$105,650.00

Payments

<u>Date</u>	<u>Payment Type Name</u>	<u>Amount</u>
	Total Payments	\$0.00
	Fees Outstanding	\$105,650.00



Agenda Item No: 16.a.

Town Commission Agenda Item Report

Meeting Date: October 8, 2024

Submitted By: Lucila Lang, Finance Director

Submitting Department: Finance

Item Type: Ordinance

Agenda Section: ORDINANCES 1st Reading

Subject Title: ORDINANCE NO. 2024-10- AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 18, "TAXATION AND FINANCE," ARTICLE V, "INVESTMENT PLAN," OF THE CODE OF ORDINANCES TO AMEND AUTHORIZED INVESTMENTS, QUALIFICATIONS OF FINANCIAL INSTITUTIONS AND DESIGNATION OF PRIMARY INVESTMENT OFFICER; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

Explanation: To maximize the Town's finances, the Commission directed staff to invest some of the Town's funds. In establishing the investment relationship with the Town's bank, staff realized that the Town's investment policy was last updated in 1996 and was outdated and restricted the Town's ability to invest with Truist. The proposed amendments to the policy will allow the Town additional flexibility in its investment opportunities and ensure that the town is consistent with Section 218.415 Florida Statutes, which requires investment activities by a local government to be consistent with a written investment plan adopted by the governing body. Proposed Ordinance 2024-10 proposes the following amendments.

Proposed Change	Line Number
Authorizes savings accounts and certificates of deposit in state-certified qualified public depositories	Line 59-60
Allows other investments as authorized by Florida Statute 218.415(16) as may be amended	Line 61
Better defines the broker dealers that the Town is authorized to transact business	Line 65-72
Changes amount required to obtain a competitive bid from a minimum of three firms from \$2M to \$5M	Line 74
Changes the reporting requirement from Town Clerk to Finance Director	Line 88
Changes designated primary investment officer from Town	Line 95-98

Clerk to Town Manager or designee and requires Finance Director to handle the day-to-day administration of the cash management program	
Includes authorized investment signatories as Town Manager, Deputy Town Manager and Finance Director	Line 100-103
Requires policy to be reviewed annually	Line 107

While the policy restricted the Town's investments with Truist, staff was able to secure investments with SouthState Bank. However, the updates are important to provide the town with flexibility in investment partners.

Recommendation: Approve Ordinance No. 2024-10 on first reading and set second reading for October 22, 2024.

Exhibits:

1. Ordinance 2024-10 Amending Investment Policy v2

1 **ORDINANCE NO. 2024-10**

2 **AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-**
3 **THE-SEA, AMENDING CHAPTER 18, “TAXATION AND**
4 **FINANCE,” ARTICLE V, “INVESTMENT PLAN,” OF THE**
5 **CODE OF ORDINANCES TO AMEND AUTHORIZED**
6 **INVESTMENTS, QUALIFICATIONS OF FINANCIAL**
7 **INSTITUTIONS AND DESIGNATION OF PRIMARY**
8 **INVESTMENT OFFICER; PROVIDING FOR**
9 **CODIFICATION, SEVERABILITY, CONFLICTS AND AN**
10 **EFFECTIVE DATE.**

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

15 **WHEREAS,** Article VIII, Section 2(b) of the Florida Constitution and § 166.021, Florida
16 Statutes, grant the Town authority to adopt such provisions in order to protect the health, safety,
17 and welfare of its residents; and

18 **WHEREAS,** Section 218.415, Florida Statutes, provides that investment activity by a unit
19 of local government must be consistent with a written investment plan adopted by the governing
20 body; and

21 **WHEREAS,** the Town Commission desires to amend Chapter 18, “Taxation and Finance”
22 Article V, “Investment Plan,” of the Town Code of Ordinances to update authorized investments,
23 qualifications of broker dealers and designate the Town Manager as the primary investment officer
24 of the Town; and

25 **WHEREAS,** the Town Commission finds that this Ordinance is in the best interests of the
26 Town and its residents.

27 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN**
28 **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 18, “Taxation and Finance,” Article V, “Investment Plan,” of the Town Code of Ordinances, is hereby amended to read as follows¹:

* * *

Chapter 18 – TAXATION AND FINANCE

* * *

ARTICLE V. – INVESTMENT PLAN

* * *

Sec. 18-133. Authorized investments.

The Town's eligible investments shall be as follows:

- (1) Bonds, notes or other obligations of the United States for which the credit of the United States is pledged for the payment of the principal and interest or dividends thereof (F.S §§ 215.47(1)(a) and 218.345(1)(b)).
- (2) Securities of, or other interest in, any open-end or closed-end management type of investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. Section 80a-1 et seq., as amended from time to time, provided that the portfolio of such investment company or investment trust is limited to United States government obligations and to repurchase agreements fully collateralized by

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.

such United States government obligations and provided that such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian.

(3) Investments in securities authorized by subsection (1) above may be under repurchase agreements. All repurchase agreement transactions shall adhere to the requirements of a master repurchase agreement which is negotiated and authorized by the Town Commission. The Town will require a minimum over-collateralization of 102 percent on all repurchase agreements.

(4) Participation in the State Board of Administration (SBA), local government surplus trust funds investment pool.

(5) Savings accounts and certificates of deposit in state-certified qualified public depositories, as defined in F.S. ch. 280.

(6) Any other investments authorized by F.S. Sec. 218.415 (16), as may be amended.

Sec. 18-134. Qualifications of financial institutions.

(a) *Broker dealers.* The Town will ~~only~~ transact business only with those broker dealers classified as primary dealers that report directly to the Federal Reserve Bank of New York with a minimum net capital of \$20,000,000, or non-primary securities (regional) dealers doing business in the state. Both the firm and the dealer for non-primary dealers must have been engaged in the business of effecting transactions in U.S. government and agency obligations for at least five (5) consecutive years. The non-primary dealer's firm must have capital of no less than ten million dollars (\$10,000,000). Both primary and non-primary dealers must qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net

capital rule). Annual reports may be required from each primary dealer and non-primary dealer to ensure its status and minimum capital requirement. The Town may purchase or sell securities through the broker dealer of its Town-authorized financial institution. When purchasing or selling securities in excess of ~~\$2,000,000~~ \$5,000,000 through broker dealers, the selection process will be through competitive bid with a minimum of three firms contacted for each trade.

(b) *Public depositories.* The Town will only transact business with those public depositories which are listed as qualified public depositories under F.S. ch. 280. The Town will further limit the qualified public depositories to those institutions which have a branch or their main office within Broward County, Florida.

(c) *Other financial institutions.* The Town may transact business with open-end management type investment companies or investment trusts registered under the Investment Company Act of 1940, 15 U.S.C. Section 80a-1 et seq., as amended from time to time, provided that the portfolio of such investment companies or investment trusts is limited to United States Government obligations.

* * *

Sec. 18-136. Reporting.

The ~~Town Clerk~~ Finance Director shall provide an investment portfolio report to the Town Manager annually, in conjunction with issuance of the Town's annual financial statements. This report shall contain a summary of the Town's present and matured investment securities, book value, income earned and market value for the fiscal year ending September 30. It will provide detail as to each investment held, original cost, purchase date, maturity, yield and other performance measures as may be requested.

Sec. 18-137. Delegation of Town.

The ~~Town Clerk~~ Town Manager, or their designee, is designated as the primary investment officer of the Town and is responsible for investment decisions and activities. The day-to-day administration of the cash management program is handled within the ~~Town Clerk's~~ Finance Director's Office. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures so established.

Positions authorized as investment signatories are Town Manager, ~~Town Clerk~~ Deputy Town Manager, and ~~Deputy Town Clerk~~ Finance Director. Other than automated overnight bank repurchase agreements, each investment transaction shall require written authorization by two investment signatories with no more than one signatory coming from the Town Clerk Manager. The persons holding these positions are also authorized to initiate wire transfers for the Town. These investment plan procedures shall be reviewed by the Town's authorized independent auditors as part of the Town's annual financial audit.

This policy shall be reviewed at least annually by the Town Manager and the Finance Director who may recommend any policy changes or revisions for adoption by the Town Commission.

Sec. 18-138. Prudence.

The standard of prudence to be applied by the investment officer shall be the "prudent person" rule, which states: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the

probable safety of their capital as well as the probable income derived." The "prudent person" rule shall be applied in the context of managing the overall portfolio.

The Town ~~Clerk~~Manager and staff, acting in accordance with these written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

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.

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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