

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday October 25, 2022

6:30 PM



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

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

Mayor Chris Vincent
Vice Mayor Edmund Malkoon
Commissioner Buz Oldaker
Commissioner Randy Strauss
Commissioner Theo Pouloupoulos

Regular Town Commission

Tuesday, October 25, 2022, 6:30 PM

Jarvis Hall 4505 N. Ocean Drive

1. CALL TO ORDER, MAYOR CHRIS VINCENT

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION Pastor Fred Powell III

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

5. PRESENTATIONS

- 5.a. Dune Master Plan
[10-25-22 AM Dune Master Plan Presentation.pdf](#)

6. PUBLIC COMMENTS

7. PUBLIC SAFETY DISCUSSION

8. TOWN MANAGER REPORT

- 8.a. Town Manager Report for October 25, 2022
[10-25-22 AM Town Manager Report.pdf](#)

9. TOWN ATTORNEY REPORT

10. APPROVAL OF MINUTES

11. CONSENT AGENDA

- 11.a. Renewal of Town Contracts
[10-25-2022 AM Renewal of Town Contracts.pdf](#)
[Ex. 1 Savant Media Group Agreement.pdf](#)
[Ex. 2 Spectrum Aerial Agreement.pdf](#)

12. OLD BUSINESS

13. NEW BUSINESS

- 13.a. Nuisance Code Compliance Properties
[10-25-22 AM Code Compliance Properties.pdf](#)
[Ex. 1 4326 N OCEAN Account Summary-TaxSys -Broward County Records, Taxes and Treasury Div.pdf](#)
[Ex. 2 230 PINE AVE Account Summary-TaxSys -Broward County Records, Taxes and Treasury Div.pdf](#)
[Ex. 32036 COCO PALM Account Summary -TaxSys-Broward County Records, Taxes and Treasury Div.pdf](#)
- 13.b. Christmas-By-The Sea Wednesday, December 7, 2022
[10-25-22 AM 2022 Christmas By The Sea.pdf](#)
[Ex. 1 2021 Site Plan.pdf](#)
[Ex. 2 Site Live 2021.pdf](#)
[Ex. 3 Final 2021 MOT.pdf](#)
- 13.c. Special Event Application for the Publix Fort Lauderdale A1A Marathon on Sunday,

February 19, 2023.

[10-25-22 AM A1A Marathon Special Event Application.pdf](#)

[Ex 1 2023 A1A Marathon SEA 2-19-23.pdf](#)

[Ex. 2 2023 A1A LBTS MAP.pdf](#)

[Ex. 3 Resolution 2017-41 - Fee Resolution \(Special Events\).pdf](#)

[Ex. 4 LBTS Noise Ordinance Sect. 13-6.pdf](#)

- 13.d. Wild Berry Salon and Big Cat Bikes Opening Party in Eagle Ray Plaza November 15, 2022

[10-25-22 AM Special Event in West Business District.pdf](#)

[Ex. 1 Special Event Application West Biz Opening Party 11-15-22 v2.pdf](#)

[Ex. 2 Event Site Plan Submitted 11-15-22.pdf](#)

[Ex. 3 Town Staff Recommended Site Plan 11-15-22.pdf](#)

[Ex. 4 Resolution 2017-41 - Fee Resolution Special Events.pdf](#)

[Ex. 5 Noise Ordinance 2014-06.PDF](#)

- 13.e. LBTS Community Church Monthly Flea Market beginning Nov. 5, 2022

[10-25-22 AM Community Church Flea Market.pdf](#)

[Ex. 1 SEA Comm Church Flea Market 2022-23.pdf](#)

[Ex. 2 LBTS Flea Market Church Cover Letter.pdf](#)

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

16. ORDINANCES 2nd Reading

- 16.a. Ordinance 2022-08 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS;" ARTICLE V "ZONING;" SECTION 30-313 "GENERAL PROVISIONS" TO MODIFY REGULATIONS RELATED TO ROOFTOP PLACEMENT OF EQUIPMENT ON ANY PROPERTY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE

[10-25-22 AM Town Commission Report Ordinance 2022-08 Mechanical Equipment-Second Reading.pdf](#)

[Ex. 1 Ordinance 2022-08 Mechanical Equipment.pdf](#)

17. RESOLUTIONS – PUBLIC COMMENTS

- 17.a. Resolution 2022-48 A Resolution of the Town Commission of the Town of Lauderdale-By-The-Sea, Florida, approving the Town of Lauderdale-By-The-Sea's Community Shuttle Program Title VI Plan for submittal to the Federal Transit Administration

[10-25-22 AM Title VI Plan.pdf](#)

[Ex. 1 Reso 2022-48 - Community Shuttle Program Title VI Plan.pdf](#)

[Ex. 2 2022 BCT Title VI Plan.pdf](#)

- 17.b. A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA; APPROVING THE FEE SCHEDULE FOR PRE HOSPITAL EMERGENCY MEDICAL SERVICES ("EMS"); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

[10-25-22 AM AMR Services Fee Increase.pdf](#)

[Ex. 1 Resolution 2022-47 Amendment To EMS Rate Schedule.pdf](#)

18. QUASI JUDICIAL PUBLIC HEARINGS

19. ADJOURNMENT

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

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

PROCEDURES FOR PUBLIC COMMENTS:

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

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

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

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

INVOCATION:

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



Agenda Item No: 5.a

Town Commission Agenda Item Report

Meeting Date: October 25, 2022

Submitted By: Ken Rubach, Deputy Town Manager

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Dune Master Plan

Explanation: Laura Shepard from Moffatt & Nichol will present the Town's new Dune Master Plan.

Recommendation: N/A

Attachments: N/A



Town Commission Agenda Item Report

Meeting Date: October 25, 2022

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Reports

Agenda Section: Town Manager Report

Subject Title: Town Manager Report for October 25, 2022

Explanation: Following is the Town Manager's report for October 25, 2022.

1. Boo! By The Sea

Boo! By The Sea planning is full steam ahead and we are excited for this year's event. Boo! takes places in the four plazas of the West business district. We currently have 19 businesses registered to participate, along with the Chamber, BSO, and the VFD, with a number more still interested in participating. The Friday prior to the event, our Town's public works and parking teams will be placing signage in the appropriate parking lots alerting visitors of the impending lot closures, as well as notifying employees of the closure and alternative parking options for Saturday during the time of the event. In coordination with Captain Palmer and his team, BSO will be on site day of to assist with both pedestrian and vehicle traffic throughout the event locations.

We'd like to extend a sincere "thank you" to both Steve with Village Grille and Peggy with Aruba's for their generous donations and in helping make this event such a success. Our old-fashioned Halloween stroll runs from 2:00 p.m. to 4:30 p.m. on Saturday, October 29th and we hope to see you all there.

2. Automated External Defibrillators

As the #1 killer in the workplace resulting in over 300,000 deaths each year, sudden cardiac arrest can strike anywhere, anytime. Automated External Defibrillators (AEDs) are life-saving devices critical in the event a Sudden Cardiac Arrest occurs during the workday. To make sure we are prepared, the Town has purchased five (5) Automatic External Defibrillators (AEDs) that will be placed in all Town buildings.

3. LBTS Chamber and Imperial Point Health Fair

The LBTS Chamber of Commerce has partnered with Imperial Point Medical Center to provide residents a health fair on Saturday, February 4th from 8:30 a.m. to 1:00 pm. The Chamber has asked for the Town's partnership, and we will be bringing an agenda item in December to discuss that potential.

4. Election

November 8th is election day and Jarvis Hall will be utilized as a voting precinct. For this reason, the Commission meeting in November will be rescheduled to Wednesday, November 9th. This will be the only Commission meeting the Town will hold in November due to the Thanksgiving holiday.

5. Shred-A-Thon

The Shred-A-Thon event is returning to LBTS on Saturday, January 14, 2023 from 10:00 a.m. to 1:00 p.m. at Assumption Catholic Church. There will also be an “Operation Medicine Cabinet” accompanying the shredding to “buy back” unused, unwanted or expired medications for safe disposal. A \$5 gift card will be issued (while supplies last) for the medication turn in.

6. Public Records Request

Public Records requests are regulated by Chapter 119 of the Florida Statutes. These regulations outline the Town’s ability to apply fees to records requests. Starting November 1st, Town staff is recommending that we begin to follow the Florida Statute regarding public records requests that take longer than 15 minutes of staff time.

7. Upcoming Meetings

October 27	Special Magistrate Meeting	Jarvis Hall	5:00 p.m.
November 9	Regular Commission Meeting	Jarvis Hall	6:30 p.m. WEDNESDAY



Town Commission Agenda Item Report

Meeting Date: October 25, 2022

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Consent

Agenda Section: Consent

Subject Title: Renewal of Town Contracts

Explanation: Section III.L.4. of the Purchasing Manual authorizes the Town Manager to exercise renewal options in Commission approved contracts after providing the Commission with notice of the Town Manager's intent to do so. It has been past practice to annually schedule a comprehensive review of all contracts that have a renewal option and present it to the Commission so that the Commission can provide feedback regarding which contracts, if any, they would like staff to rebid.

Staff previously brought to the Commission a list of contracts to be renewed for FY22 in February. This list was based on information from the former Town Clerk. The contracts being brought forward at tonight's meeting include contracts that were inadvertently omitted from the previously approved list.

While the following Service Agreements are under the \$15,000 annual limit, their renewal options would exceed the Town Manager's purchasing authority.

Table Two

Contract	Description	Expiration Date	Renewal Option
Savant Media Group	Webmastering	8/30/2022	Two periods of one year each (2024)
Spectrum Aerial & Photography	Drone, Video, Photography Svcs	9/30/22	Three periods of one year each (2025)

Recommendation: Staff recommends the Commission's renewal of all contracts.

Attachments: Ex 1 Savant Media Group Service Agreement
Ex 2 Spectrum Aerial Agreement

FISCAL YEAR 21: AGREEMENT FOR WEBMASTER SERVICES AND CONSULTING Savant Media Group and the Town of Lauderdale-By-The-Sea

This Agreement for webmaster, graphic design and social media implementation services, made and entered into this _____ day of August 2021, by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation (the “Town”) and Savant Media Group, LLC, a foreign limited liability company (the “Contractor”).

WITNESSETH:

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

1. Services. Contractor, as an independent contractor, at its own cost and expense, shall perform website updates, add plugins and consult on other website other online services on an as-needed basis, as requested by the Town. Contractor shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the authorized work. Contractor shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Contractor to provide the services required hereunder.
2. Term. This Agreement shall commence on the Effective Date and shall remain in effect for one year, with the option to renew for two additional years.
3. Compliance with Applicable Law. All work hereunder shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Town.
4. Social Media Policy. Contractor shall follow Town’s Social Media Policy as outlined in the Town’s Personnel Manual.
5. Compensation. Compensation hereunder shall be paid to Contractor on an hourly basis at the following rates per hour, **with a maximum total compensation not to exceed \$15,000.00 in any one Town fiscal year** or the funds budgeted for this purpose, whichever is less. In no event shall Contractor exceed this amount without the prior approval of the Town Commission.

Webmastering and related consulting	\$85.00/hr
Custom programming/database work	\$125.00/hr

Contractor shall provide Town an accurate invoice no more often than once per month, setting forth the hours worked with an accurate description of the services provided, itemized on a per

**FISCAL YEAR 21: AGREEMENT FOR WEBMASTER SERVICES AND CONSULTING
Savant Media Group and the Town of Lauderdale-By-The-Sea**

hour basis, unless requested otherwise by Town. Fees shall be paid in arrears each month. The Town shall pay the Contractor within 30 days of receipt of an approved invoice.

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

7. Warranty. Contractor agrees to remedy all defects in the work or materials furnished to Town and/or and the workmanship performed under this Agreement during the term of this Agreement and for thirty days thereafter.

8. Indemnity. 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.

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

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

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

**FISCAL YEAR 21: AGREEMENT FOR WEBMASTER SERVICES AND CONSULTING
Savant Media Group and the Town of Lauderdale-By-The-Sea**

With a copy to: Town Attorney
Town of Lauderdale-By-The-Sea
200 E. Broward Blvd., Suite
1900
Fort Lauderdale, FL 33301

For The Contractor: Andy Clausen
Savant Media Group, LLC
P.O. Box 37
St. John VI 00831

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

12. Insurance. If applicable, Contractor shall provide evidence of workers compensation that complies with the insurance laws of the state of Florida. Other insurance will be as Town specifies before execution of this Agreement and must be issued by an insurance company rated B+ or better (A.M. Best rating), together with an endorsement naming the Town as an additional or named insured. Evidence of such required insurance must be provided before any work is commenced by Contractor under this Agreement.

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

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

15. Independent Contractor. This Agreement does not create an employee/employer or joint venture relationship between the parties. Contractor has been procured and is being engaged to provide Services to the Town as an independent contractor, and not as an agent or employee of the Town. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the Town, nor any rights generally afforded to classified or unclassified employees of the Town. Contractor further understands that Florida Workers' Compensation benefits available to employees of the Town are not available to Contractor and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the Town under this Agreement.

16. Chapter 119 (Public Records). The Contractor shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

**FISCAL YEAR 21: AGREEMENT FOR WEBMASTER SERVICES AND CONSULTING
Savant Media Group and the Town of Lauderdale-By-The-Sea**

(a) 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.

(b) 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.

(c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.

(d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the 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.

(e) 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 954-640-4200, Tedraa@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

17. Unless otherwise provided by law, any and all reports, artwork designs, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Town. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the

FISCAL YEAR 21: AGREEMENT FOR WEBMASTER SERVICES AND CONSULTING**Savant Media Group and the Town of Lauderdale-By-The-Sea**

possession or control of, Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Manager, at no cost to the Town, within seven (7) days of termination of this Agreement. 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. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

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

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

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

21. No Contingent Fees. Contractor warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

22. Scrutinized Companies

a. 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

FISCAL YEAR 21: AGREEMENT FOR WEBMASTER SERVICES AND CONSULTING

Savant Media Group and the Town of Lauderdale-By-The-Sea

placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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

24. Ethics.

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

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

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

d. Contractor covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. Contractor covenants that it will conduct no activity or provide any service that is unlawful or offensive.

**FISCAL YEAR 21: AGREEMENT FOR WEBMASTER SERVICES AND CONSULTING
Savant Media Group and the Town of Lauderdale-By-The-Sea**

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

TOWN:

CONTRACTOR:

TOWN OF LAUDERDALE-BY-THE-SEA

DocuSigned by:

By: _____
977245ABA9524EF...
Linda Connors, Interim Town Manager

DocuSigned by:

By: _____
A7B896FB64D1474...
Andy Clausen, Owner
Savant Media Group

DocuSigned by:

By: _____
5B927AF819FA42A...
Lucila Lang, Finance Director

DocuSigned by:

Attest: _____
F79938A3F45D42E...
Tedra Allen, Town Clerk

Approved as to Form and Legal Sufficiency:

DocuSigned by:


7651C1375CC5435...
Town Attorney Susan L. Trevarthen

CONSULTING SERVICES AGREEMENT
Spectrum Aerial and Photography Services, Inc.
and the Town of Lauderdale-By-The-Sea FL

This Agreement for consulting services, made and entered into this ____ day of ____, 2021, by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation (the "Town") and Spectrum Aerial and Photography Services, Inc., a Florida corporation (the "Contractor").

WHEREAS, the Town desires to contract with Contractor for photograph and video footage services, and the Contractor desires to contract with the Town to provide the services.

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:

1. Services. Contractor, as an independent contractor, at its own cost and expense, shall:
 - a. Create photography images, drone photo or video footage (the "Artwork") at the request of the Town for Town's use for purposes of branding the Town through any media or any other manner the Town may deem appropriate.
2. Grant of Rights to Artwork. Contractor hereby grants an unlimited, perpetual, non-exclusive, royalty free, irrevocable license of the Artwork to the Town for placement in the Town branding materials. Contractor hereby expressly waives all rights that impede the Town's use of the Artwork in accordance with this agreement.
3. Copyright Ownership. The Contractor hereby transfers all rights under the Copyrights Act of 1976 17 U.S.C. § 101 et. seq. as the sole author of the Artwork to the Town.
4. Original Work of Art. Contractor represents and warrants the Artwork is an original work of art and Contractor is the sole creator of the Artwork. If such Artwork is based in whole or in part on the Contractor's prior work, Contractor shall disclose such facts in writing to Town prior to executing this Agreement. In the event that the Artwork is based upon a prior work of art by Contractor, Contractor hereby: (a) grants Town a license to display such prior work of art to the extent it is embodied in the Artwork; and (b) confirms that Contractor has reproduction rights to such prior work of art.
5. Compensation. Compensation hereunder shall be paid to Contractor on an hourly basis at the following rates per hour, with a maximum total compensation not to exceed \$15,000.00 in any one Town fiscal year or the funds budgeted for this purpose, whichever is less. In no event shall Contractor exceed this amount without the prior approval of the Town Commission.

Still Photography	\$150/Hour
Videography	\$225/hour
Photo Editing	\$75 per event, up to 750 images

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CONSULTING SERVICES AGREEMENT
Spectrum Aerial and Photography Services, Inc.
and the Town of Lauderdale-By-The-Sea FL

Basic Video Editing	\$125/Hour
Drone video footage only of the event .. no edits/postproduction -	\$350.00
Drone operations video with editing/post production (90 second final video with music	\$550.00
Drone Operations (video + stills) as well as still photography/video shot from the ground level w/ editing/post production	\$750.00
Pre-approved bundle pricing based on prices above also negotiable	

Contractor shall provide Town an accurate invoice no more often than once per month, setting forth the hours worked with an accurate description of the services provided, itemized on a per hour or per project basis, unless requested otherwise by Town. Fees shall be paid in arrears each month. The Town shall pay the Contractor within 30 days of receipt of an approved invoice.

6. Reproduction Rights. All reproductions by the Town may contain a credit to the Contractor.
7. Visual Artist Rights Act Waiver. Contractor understands and agrees that, as to Contractor's rights in the Artwork, the provisions of this Agreement shall control over the provisions of 17 U.S.C. 106A(a), and shall constitute a waiver by Contractor of any rights in the Artwork set out in or otherwise granted by 17 U.S.C. 106A(a), Visual Artists Rights Act of 1990. Contractor shall have the right to claim authorship of the Artwork. Town shall make all reasonable attempts to avoid any modification of the Artwork which could, in the opinion of a reasonable artist who provides similar services, damage Contractor's reputation.
8. Artwork Subject to Removal or Modification. Contractor hereby acknowledges that the Artwork will become an integral part of the Town branding materials, and may subject the Artwork to future removal or other modifications. Notwithstanding the foregoing, Contractor hereby consents to the incorporation of the Artwork into the Town branding materials, and waives any rights in the Artwork inconsistent with this Agreement, to the extent allowed by law.
9. Compliance with Applicable Law. All work hereunder shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Town. Contractor shall at all times protect Town's property from all damage and shall repair or replace any damaged property as required by Town. Upon termination of this Agreement, a copy of all of the Contractor's work product shall become the property of the Town and the Contractor shall, within ten (10) working days of receipt of written direction from the

CONSULTING SERVICES AGREEMENT
Spectrum Aerial and Photography Services, Inc.
and the Town of Lauderdale-By-The-Sea FL

Town, transfer to either the Town or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Contractor pertaining to the Agreement.

10. **Term.** This Agreement starts the first day the agreement is signed by both parties and ends on September 30, 2022. The Town shall have the option to renew this Agreement for three (3) additional periods of one year each (each, a "Renewal Term"). Each Renewal Term shall be upon the same terms, covenants, and conditions as set forth in this Agreement. The Town may exercise its right to renew this Agreement by notifying Contractor in writing of its election to exercise its option to renew this Agreement.

11. **Termination.**

10.1 Termination for convenience. The Town may terminate this Agreement for convenience by giving Contractor 10 calendar days' written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the Town, up through the date of termination. Under no circumstances shall the Town make payment for Services nor shall Contractor invoice the Town for Services not yet provided.

10.2 Termination for cause. This Agreement may be terminated by either party upon 5 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the Town, Contractor shall indemnify the Town against losses pertaining to this termination. In the event that this Contract is terminated by the Town for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10.1 of this Agreement, and the provisions of Section 10.1 shall apply.

12. **Warranty.** Contractor agrees to remedy all defects in the work or materials furnished to Town and/or and the workmanship performed under this Agreement during the term of this Agreement and for thirty days thereafter.
13. **Indemnity.** 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-

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

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

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

With a copy to: Town Attorney
 Town of Lauderdale-By-The-Sea
 4501 Ocean Drive
 Lauderdale-By-The-Sea, Florida 33308

For The Contractor: Eric Igualada
 Spectrum Aerial & Photography Services, Inc.
 761 W Tropical Way
 Plantation, FL 33317
 Eric Igualada@gmail.com

15. Assignment and Changes. Contractor may not assign this Agreement. Any changes to this Agreement must be by written amendment, executed by the parties hereto.
16. Insurance. If applicable, Contractor shall provide evidence of workers compensation that complies with the insurance laws of the state of Florida.

Contractor shall provide a Certificate of Liability Insurance written in comprehensive

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Spectrum Aerial and Photography Services, Inc.
and the Town of Lauderdale-By-The-Sea FL

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.

17. Contractor Representations. Contractor represents the following: Contractor is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Contractor have been duly authorized; this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required.
18. Independent Contractor. This Agreement does not create an employee/employer or joint venture relationship between the parties. Contractor has been procured and is being engaged to provide Services to the Town as an independent contractor, and not as an agent or employee of the Town. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the Town, nor any rights generally afforded to classified or unclassified employees of the Town. Contractor further understands that Florida Workers' Compensation benefits available to employees of the Town are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the Town under this Agreement.
19. Books and Records. Contractor shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Section 21, Public Records. The Town shall have the right to audit the books and records of Contractor related to the services authorized herein upon reasonable notice provided to Contractor. Any incomplete or incorrect entry in such books and records shall be a basis for Town's disallowance and recovery of any payment to Contractor based upon such entry.
20. Chapter 119 (Public Records). The Contractor shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:
 - (a) 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

CONSULTING SERVICES AGREEMENT
Spectrum Aerial and Photography Services, Inc.
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exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

- (b) Upon request from the Town's custodian of public records, 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.
- (c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- (d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the 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.
- (e) Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- (f) **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 954-640-4200, Tedraa@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.**

21. Scrutinized Companies

- a. 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

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Spectrum Aerial and Photography Services, Inc.
and the Town of Lauderdale-By-The-Sea FL

- are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
 - c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.
22. Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.
23. Waiver of Jury Trial. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.
24. Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida. If either the Town or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.
25. No Contingent Fees. Contractor warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
26. Ethics.

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and the Town of Lauderdale-By-The-Sea FL

- a. Contractor warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
 - b. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.
 - c. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.
 - d. Contractor covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. CONTRACTOR covenants that it will conduct no activity or provide any service that is unlawful or offensive.
27. E-Verify. Contractor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of Contractor's employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Contractor, Contractor may not be awarded a public contract for a period of 1 year after the date of termination.
28. Entire Agreement. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

CONSULTING SERVICES AGREEMENT
Spectrum Aerial and Photography Services, Inc.
and the Town of Lauderdale-By-The-Sea FL

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

TOWN:

CONTRACTOR:

TOWN OF LAUDERDALE-BY-THE-SEA

SPECTRUM AERIAL AND
PHOTOGRAPHY SERVICES, INC.

By: DocuSigned by:
Linda Connors
977246ABA0624EF...
Linda Connors, Town Manager

By: Eric Igualada 1-12-20
Eric Igualada, President

Date: 12/8/2021

Date: 11-30-21

Attest: DocuSigned by:
Tedra Allen, CM
F79938A3F46D42C...
Tedra Allen, Town Clerk

Approved as to Form and Legal Sufficiency:

DocuSigned by:
Susan L. Trevarthen
7651C1375GG5435...
Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: October 25, 2022

Submitted by: Jhanelle Campbell, Director of Development Services

Submitting Department: Development Services

Item Type: Consent

Agenda Section: New Business

Subject Title: Nuisance Code Compliance Properties

Explanation: Staff is proposing extraordinary code compliance measures be taken on three properties in which traditional code enforcement actions have not brought about compliance. These properties are being addressed now because they pose the greatest adverse impact to the community. The proposed actions will incur initial costs to the Town and therefore Staff is requesting direction before we move forward.

Property #1 - 4326 North Ocean Drive



Violations	Daily Fines	Total Fines
Overgrowth, building condition, bee infestation	\$700	\$780,000

This 4-unit multi-family property was purchased by 4326 Ocean Dr, LLC in 2003 and is not homesteaded. It has been vacant since at least 2016 with an absentee property owner living in Thailand. A BTR has not been active on this property since 2004. According to the Broward County Records, Taxes and Treasury Division, the 2020 and 2021 tax assessments for the property remain unpaid in the collective amount of \$26,137.78 (**Exhibit 1**). The property appears to have been abandoned by the property owner.

This property has had active code violations for overgrown landscape, bee infestation and failure to maintain the exterior of the structure. The property owner has been cited multiple times for several of these violations as his previous attempts to correct these violations have not permanently resolved the issues. The Town previously had a bee expert review the case and he indicated the only way to eradicate the bees permanently was to remove them from the structure. Because of the extent of the infestation, this would require addressing the beehive by accessing it from the home's interior. It should be noted that this mitigation method may entail removing portions of the infested structure.

The adjacent property owner renovated his property in 2014. The bees at this building have been a constant problem for the owner and his guests. Bees from the 4326 N. Ocean swarm his residence to the extent that it is affecting his business. He has met with Staff several times and has patiently waited for the code compliance process to resolve his issues. This property is also near the Town's South Ocean parking lot. Guests who use this lot pass the subject property on their way to downtown. With the bee problem growing, Staff is also concerned that pedestrians will be affected by the bee infestation. The Fire Marshal and Building Official visited the property on October 15, 2022 and conducted an exterior inspection of the property. They have indicated that the property is unsafe and are recommending demolition through the Broward County Unsafe Structure Board.

Requested Action: Move forward with an application to the Unsafe Structures Board with the intention of demolishing the property and foreclosure. The Town will ask the Special Magistrate in accordance with statutory requirements to authorize foreclosure of the existing liens at the October 27, 2022, code compliance meeting. Staff would then move to foreclose the property to recover our costs and attorneys' fees.

It should be noted that the Commission also has the option file a complaint in Circuit Court to have the property declared a public nuisance and obtain authority to enter the premises to abate the violations. The costs to abate the violations would then be levied as a lien against the property.

Approximate Cost to Enforce Action: The estimated attorneys' fees based the information known to Staff is \$7,500-\$12,000. Estimated fees may change depending on the outcome of the court cases. In addition, there is a required application fee of \$500 for the unsafe structure case to be opened with the County. The Unsafe Structure Board also charges an hourly rate for processing of the case.

Property #2 - 230 Pine Avenue



Violation	Daily Fine	Total Fines
Overgrowth, work without permits (interior demolition and renovation), bee infestation	\$400	\$153,000

This single-family home was purchased in March 2021 by 827 NW 114 St LLC and is not homesteaded. According to the Broward County Records, Taxes and Treasury Division, the 2021 tax assessment for the property remains unpaid in the amount of \$9,291.93 (**Exhibit 2**). The property owner was cited for failure to maintain the property and the Town has expended \$2,000 to abate the nuisance violations by boarding the property and mowing the landscaping which is now a lien on the property. Since this action was taken, the landscape violations have returned, and new violations have occurred with the Strangler Fig tree in the back yard having a severe infestation of bees and an additional nuisance condition of trash and litter on the property. These three additional violations are scheduled for the October 27, 2022, code compliance meeting,

The Building Official visited the property on October 14, 2022 and conducted an exterior inspection of the property. From his review, he indicated the property is not eligible for an unsafe structure recommendation. We requested Broward County's Resilient Environment Department to conduct a site visit to evaluate the impact of the bees on the tree. After inspection, the County advised the tree is

not eligible for removal and must be preserved. We have requested a report from a bee expert to determine the best course of action to have the bees removed.

Requested Action: Because this property remains persistently vacant and the property owner has taken no actions to abate the numerous violations on the property, Staff considers this property abandoned. We are requesting authorization to begin foreclosure proceedings. If the Commission concurs, Staff will ask the Special Magistrate to authorize foreclosure of the liens in accordance with statutory requirements at the October 27, 2022 code compliance meeting. Staff would then move to foreclose the property to recover the Town's costs and attorneys' fees.

Approximate Cost to Enforce Action: The estimated attorneys' fees based the information known to Staff is \$7,500-\$12,000. Estimated fees may change depending on the outcome of the court cases.

Property #3 - 2036 Coco Palm Place



Violations	Daily Fines	Total Fines
Stagnant pool, iguana infestation, damaged fence	\$800	\$100,000

This is an unusual case because the property owner died over one year ago, and a probate case has not been filed on his estate in Florida. A woman alleging to be the deceased property owner's former girlfriend is living in the home but has failed to maintain the property. According to the Broward County Records, Taxes and Treasury Division, the tax assessments for the property are paid up to date **(Exhibit 3)**. At issue are severe violations of property maintenance, overgrown landscaping and stagnant pool water. While liens have been filed for these violations, the fence that originally was in disrepair has fallen, leaving the pool open to the public, which poses a serious hazard to the health, safety and welfare of our community. The pool's stagnant water provides a breeding area for mosquitos which is also a community health hazard.

The Building Official visited the property on October 14, 2022 and conducted an exterior inspection of the property. From his review, he has indicated the property is not eligible for an unsafe structure recommendation. Staff is bringing a new case to the October 27, 2022 Special Magistrate meeting to cite for the violation of an open, unguarded pool and to obtain authorization to enclose the pool and lien the property if the owner or resident does not make the corrections within 48 hours.

Requested Action: Because of the unique situation, Staff is recommending that the Town file a complaint in circuit court to have the property declared a public nuisance and obtain authority to enter the premises to drain and secure the pool, maintain the landscaping, and complete any other actions needed to abate these severe nuisances.

Staff also suggests that the Town move to foreclose the property if it is determined that the current occupant of the property is not legally authorized to inhabit the home and no action is taken on the part of the heirs to abate the existing code violations.

Approximate Cost to Enforce Action: The estimated attorneys' fees based the information known to Staff is \$7,500-\$12,000. Estimated fees may change depending on the outcome of the court cases.

Attachments:

- Exhibit 1 – Tax Assessment 4326 N. Ocean Drive
- Exhibit 2 – Tax Assessment 230 Pine Ave
- Exhibit 3 – Tax Assessment 2036 Coco Palm

Reviewed by Town Attorney:

☒	Yes	☐	No
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Real Estate Account #494318-01-1310

Owner:
4326 OCEAN DR LLC

Situs:
4326 N OCEAN DR

[Parcel details](#)
[GIS](#)
[Property Appraiser](#)

Amount Due

BROWARD COUNTY RECORDS, TAXES & TREASURY DIV.		Notice of Ad Valorem Taxes and Non-ad Valorem Assessments
BILL	AMOUNT DUE	
2021 Annual Bill	\$14,160.22	Add To Cart Print (PDF)
2020 Annual Bill	\$11,977.56	Add To Cart Print (PDF)
Total Amount Due: \$26,137.78		Add All To Cart

Account History

BILL	AMOUNT DUE	STATUS			ACTION
2021 ⓘ					
2021 Annual Bill	\$14,160.22	Unpaid			Print (PDF)
Certificate #8980		Issued	05/24/2022	Face \$13,479.97, Rate 0.25%	
2020 ⓘ					
2020 Annual Bill	\$11,977.56	Unpaid			Print (PDF)
Certificate #9080		Issued	05/25/2021	Face \$11,401.25, Rate 0.25%	
2019 Annual Bill ⓘ	\$0.00	Paid \$10,528.02	03/25/2022	Receipt #032-21-00006404	Print (PDF)
2018 Annual Bill ⓘ	\$0.00	Paid \$8,982.90	11/08/2018	Receipt #13B-18-00000957	Print (PDF)
2017 Annual Bill ⓘ	\$0.00	Paid \$8,639.53	11/08/2018	Receipt #13B-18-00000957	Print (PDF)
2016 Annual Bill ⓘ	\$0.00	Paid \$7,882.03	02/06/2017	Receipt #WWW-16-00102169	Print (PDF)
2015 ⓘ					
2015 Annual Bill	\$0.00	Paid \$8,271.86	07/31/2016	Receipt #WWW-15-00140752	Print (PDF)
Certificate #11495		Redeemed	07/31/2016	Face \$7,872.01, Rate 0.25%	
		Paid \$8,271.86			
2014 ⓘ					
2014 Annual Bill		Paid \$7,602.17	10/09/2015	Receipt #16A-15-00000010	
Tax Deed Application #35277		Paid off	05/21/2015		
		Paid \$7,602.17			
2013 ⓘ					
Total Amount Due 2013 Annual Bill	\$26,137.78	Paid \$7,887.81	10/09/2015	Receipt #16A-15-00000010	

BILL	AMOUNT DUE	STATUS		ACTION	
Tax Deed Application #35277		Paid off	05/21/2015		
		Paid \$7,887.81			
2012 ⓘ					
2012 Annual Bill	\$0.00	Paid \$6,999.44	10/09/2015	Receipt #16A-15-00000010	
Tax Deed Application #35277		Paid off	05/21/2015		
		Paid \$7,250.13			
2011 Annual Bill ⓘ	\$0.00	Paid \$4,857.99	03/31/2012	Receipt #WWW-11-00067930	 Print (PDF)
2010 Annual Bill ⓘ	\$0.00	Paid \$8,042.57	03/30/2011	Receipt #WWW-10-00049720	 Print (PDF)
2009 Annual Bill ⓘ	\$0.00	Paid \$10,168.48	03/31/2010	Receipt #11B-09-00000715	 Print (PDF)
2008 Annual Bill ⓘ	\$0.00	Paid \$11,983.44	05/20/2009	Receipt #2008-3015134	 Print (PDF)
2007 Annual Bill ⓘ	\$0.00	Paid \$12,433.90	03/25/2008	Receipt #2007-8840812	 Print (PDF)
2006 Annual Bill ⓘ	\$0.00	Paid \$12,838.42	03/30/2007	Receipt #2006-8852049	 Print (PDF)
2005 Annual Bill ⓘ	\$0.00	Paid \$12,179.20	03/31/2006	Receipt #2005-8840780	 Print (PDF)
2004 Annual Bill ⓘ	\$0.00	Paid \$9,677.15	12/31/2004	Receipt #2004-8816327	 Print (PDF)
Total Amount Due	\$26,137.78				



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[Business Tax](#)

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Real Estate Account #494318-09-0110

Owner:
827 NW 114 ST LLC

Situs:
230 PINE AVE

[Parcel details](#)
[GIS](#)
[Property Appraiser](#)
Homestead Exemption

Amount Due

BROWARD COUNTY RECORDS, TAXES & TREASURY DIV.		Notice of Ad Valorem Taxes and Non-ad Valorem Assessments
BILL	AMOUNT DUE	
2021 Annual Bill	\$9,291.93	Add To Cart Print (PDF)
Total Amount Due: \$9,291.93		

Account History

BILL	AMOUNT DUE	STATUS		ACTION	
2021 ⓘ					
2021 Annual Bill	\$9,291.93	Unpaid		Print (PDF)	
Certificate #8997		Issued	05/24/2022	Face \$8,843.50, Rate 0.25%	
2020 Annual Bill ⓘ	\$0.00	Paid \$7,595.33	03/17/2021	Receipt #02B-20-00001896	Print (PDF)
2019 Annual Bill ⓘ	\$0.00	Paid \$7,463.17	03/23/2020	Receipt #WWW-19-00155803	Print (PDF)
2018 Annual Bill ⓘ	\$0.00	Paid \$7,601.17	02/27/2019	Receipt #03A-18-00003677	Print (PDF)
2017 ⓘ					
2017 Annual Bill	\$0.00	Paid \$9,893.87	06/19/2018	Receipt #02B-17-00001706	Print (PDF)
Certificate #10159		Redeemed	06/19/2018	Face \$9,416.78, Rate 0.25%	
		Paid \$9,893.87			
2016 Annual Bill ⓘ	\$0.00	Paid \$2,437.19	11/21/2016	Receipt #LBX-16-00067072	Print (PDF)
2015 Annual Bill ⓘ	\$0.00	Paid \$2,486.89	11/30/2015	Receipt #LBX-15-00116607	Print (PDF)
2014 Annual Bill ⓘ	\$0.00	Paid \$2,512.58	11/26/2014	Receipt #LBD-14-00002456	Print (PDF)
2013 Annual Bill ⓘ	\$0.00	Paid \$2,507.16	11/30/2013	Receipt #LBX-13-00085706	Print (PDF)
2012 Annual Bill ⓘ	\$0.00	Paid \$2,452.15	11/30/2012	Receipt #LBX-12-00132527	Print (PDF)
2011 Annual Bill ⓘ	\$0.00	Paid \$2,365.57	11/30/2011	Receipt #LBX-11-00113987	Print (PDF)
2010 Annual Bill ⓘ	\$0.00	Paid \$2,365.96	11/30/2010	Receipt #LB3-10-00005639	Print (PDF)
2009 Annual Bill ⓘ	\$0.00	Paid \$2,225.11	11/30/2009	Receipt #LBD-09-00238627	Print (PDF)
2008 Annual Bill ⓘ	\$0.00	Paid \$2,208.55	11/01/2008	Receipt #2008-7142181	Print (PDF)
2007 Annual Bill ⓘ	\$0.00	Paid \$2,441.40	11/01/2007	Receipt #2007-7334319	Print (PDF)
2006 Annual Bill ⓘ	\$0.00	Paid \$2,762.41	11/30/2006	Receipt #2006-7176277	Print (PDF)
Total Amount Due	\$9,291.93				

2005 Annual Bill		\$0.00	Paid \$2,781.14	11/30/2005	Receipt #2005-9122161	 Print (PDF)
BILL		AMOUNT DUE		STATUS		ACTION

2004 Annual Bill		\$0.00	Paid \$2,771.18	11/26/2004	Receipt #2004-9130062	 Print (PDF)
Total Amount Due		\$9,291.93				

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[Business Tax](#)
[Tourist Tax](#)
[Search](#) > Account Summary

Real Estate Account #494307-01-0820

Owner:

SHANAHAN,GEORGE C EST

Situs:

2036 COCO PALM PL

[Parcel details](#)
[GIS](#)
[Property Appraiser](#)
☒ Homestead Exemption

Amount Due

Your account is **paid in full**. There is nothing due at this time.

Your last payment was made on **11/30/2021** for **\$3,174.42**. [Print paid bill \(PDF\)](#)

Account History

BILL	AMOUNT DUE			STATUS		ACTION
2021 Annual Bill (i)	\$0.00	Paid \$3,174.42	11/30/2021	Receipt #LBX-21-00084471		Print (PDF)
2020 (i)						
2020 Annual Bill	\$0.00	Paid \$3,262.19	11/20/2020	Receipt #LBX-20-00059584		Print (PDF)
Refund		Processed \$130.49	12/24/2020	To SHANAHAN,GEORGE C POD RONI BETH SHAPIRO		
		Paid \$3,262.19				
2019 Annual Bill (i)	\$0.00	Paid \$3,074.76	12/02/2019	Receipt #04C-19-00000486		Print (PDF)
2018 Annual Bill (i)	\$0.00	Paid \$2,970.98	11/09/2018	Receipt #EEX-18-00000019		Print (PDF)
2017 Annual Bill (i)	\$0.00	Paid \$2,948.38	11/13/2017	Receipt #EEX-17-00000018		Print (PDF)
2016 Annual Bill (i)	\$0.00	Paid \$2,967.58	11/10/2016	Receipt #EEX-16-00000024		Print (PDF)
2015 Annual Bill (i)	\$0.00	Paid \$3,030.36	11/18/2015	Receipt #EEX-15-00000024		Print (PDF)
2014 Annual Bill (i)	\$0.00	Paid \$3,063.37	11/17/2014	Receipt #EEX-14-00000018		Print (PDF)
2013 Annual Bill (i)	\$0.00	Paid \$3,059.90	11/21/2013	Receipt #EEX-13-00000042		Print (PDF)
2012 Annual Bill (i)	\$0.00	Paid \$2,993.55	11/13/2012	Receipt #EEX-12-00000045		Print (PDF)
2011 Annual Bill (i)	\$0.00	Paid \$2,892.36	11/21/2011	Receipt #EEX-11-00000031		Print (PDF)
2010 Annual Bill (i)	\$0.00	Paid \$2,895.11	11/22/2010	Receipt #EEX-10-00000031		Print (PDF)
2009 Annual Bill (i)	\$0.00	Paid \$2,725.73	11/28/2009	Receipt #YTX-09-00205067		Print (PDF)
2008 Annual Bill (i)	\$0.00	Paid \$2,705.31	11/14/2008	Receipt #2008-6019975		Print (PDF)

							(PDF)
BILL	AMOUNT DUE	STATUS			ACTION		
2007 Annual Bill ①	\$0.00	Paid \$2,928.84	11/20/2007	Receipt #2007-6207998		Print (PDF)	
2006 Annual Bill ①	\$0.00	Paid \$3,276.70	11/01/2006	Receipt #2006-6180185		Print (PDF)	
2005 Annual Bill ①	\$0.00	Paid \$3,319.81	11/01/2005	Receipt #2005-6244479		Print (PDF)	
2004 Annual Bill ①	\$0.00	Paid \$3,311.23	11/01/2004	Receipt #2004-6250066		Print (PDF)	
Total Amount Due	\$0.00						

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Town Commission Agenda Item Report

Meeting Date: October 25, 2022

Submitted By: Debbie Hime, Special Events and Marketing Manager

Submitting Department: Administration

Item Type: Presentation

Agenda Section: New Business

Subject Title: Christmas-By-The Sea Wednesday, December 7, 2022

Explanation: We are happy to welcome residents, families, and friends to Christmas By The Sea on December 7th, the first Wednesday of December.

All will once again enjoy the arrival of Santa atop the fire truck, our annual lighting of the tree, along with the Holiday Market with holiday and sea-themed gifts for early holiday shopping, as well as Santa's Workshop where kids can craft a variety of items to take home.

Changing the start and end date garnered positive comments last year, and thus we will again Open the Market at 5:00 p.m. and end at 8:00 p.m.

Wednesday, December 7, 2022

Set Up begins Commercial Closes	6:00 A.M.
El Mar between the Alleys Close	10:00 A.M.
Rental Canopies Arrive	11:00 A.M.
Merchant/Workshop Set up Begins	1:00 P.M.
Event Begins	5:00 P.M.
Sunset Begins	5:31 P.M.
Santa Arrives (Twilight Ends @ 5:54)	6:00 P.M.
Santa Countdown/Tree Lighting	6:15 P.M.
Event Ends	8:30 P.M.

Due the great response regarding the stage being moved to El Mar and Commercial last year, we will once again have a similar site plan, taking into consideration:

1. that (at the time of submission), the parking spaces in the event area will be blocked with barricades to accommodate additional restaurant seating space;
2. The reduced size stage at El Mar and Commercial with two canopies and lights.
No performances by schools and choirs this year;
3. The DJ, MC, and Commissioners will be on this stage for the tree lighting and other announcements;

4. Market Booths will be back-to-back with the walkways facing out towards the sidewalks. We may add two more canopies (if needed) to the extra space left open at Commercial and A1A;
5. Keep “Letters to Santa” in the larger writing area in Connie Hoffmann/Ocean Plaza and have the mailbox next to Santa also gives us more opportunities to highlight our major sponsors in the prominent booth spaces around the stage; and
6. Santa’s Workshop (Kids Crafts) dedicated space will be located on the north side of El Mar Drive in augmenting our tradition of the family friendly experience.

The event day is a full week later than last year, so are now sending sponsor and donors information at the time of submission, and we look forward to the great support we normally receive from both businesses and personal donors.

Last year’s site plan is attached as **(Exhibit 1)**, as well as a live overhead shot **(Exhibit 2)**, the 2021 MOT **(Exhibit 3)**, and a short video from the event **(Exhibit 4)** as reminders of the scope and road closures for the event. We will keep you updated as we progress.

Recommendation: Staff recommends approval of the Event

Attachments: Ex. 1 Site Plan 2021
Ex. 2 Site Live Shot2021
Ex. 3 MOT 2021
Ex. 4 [2021 Short Video for Presentation Link](#)

2021 CBTS as of 11-9-21



EXHIBIT 2

Event Site Live 2021



11/30/21

CBTS Dec. 1, 2021 MOT

Date	Time	By	
Tues	8:00 AM	PK	No Parking after 8A Wednesday signs out
	8:00 AM	Neysa	Remind WastePro of event
	8:00 AM	PK	No parking signs on ADA spots "No Parking After 2AM Wednesday"
	8:00 AM	PK	Sandwich signs at A1A & Comm, El Mar & Comm
	8:00 AM	PK	El Mar Drive street spots signs "No Parking After 2AM Wednesday"
	8:00 AM	PK	Sandwich signs No Parking after 1:00 pm Wednesday at El Mar lot?
	8:00 AM	DH	Reminder to ASTA be in front of alleyway - no exit to horseshoe
	8:00 AM	PK	Signs on pay stations all palm trees no parking after 2 am Wed
	12:00 PM	Neysa	Remind WastePro of event
	12:00 PM	PW	Barricades 6 Portos & 1 Dumpster delivered r
Wed	2:00 AM	BSO	2 spots in front of Bathrooms blocked for U-turn
	2:00 AM	BSO	El Mar Plaza Spots Blocked (barricades and cones) 23 spaces +1 ADA
	2:00 AM	PW	Commercial Blvd Parking spaces closed
	2:00 AM	PW	El Mar northbound parking spaces closed
	2:00 AM	PK	Pay By Phone Cuts off? Or 5 AM help lero y lol
	2:00 AM	PK	U turn Guerilla posts at N and S ends
	5:00 AM	BSO PW	Commercial closes
	6:00 AM	PW	Cano set up begins on Commercial - VFD Assist?
	6:00 AM	Neysa	Waste Pro in before
	8:00 AM		El Mar Closes
	8:00 AM	PK BSO	barricade Aruba and Pier lots at horseshoe
	8:00 AM	PK	Median Parking Signs out (gorilla posts) Event Parking
	8:00 AM	PK	Special Event Permit Parking Only Signs in median lanes N of El Prado to Washingtonia
	8:00 AM	HAM	Hamilton signs out, spots blocks, set up for valet - N El Mar median horshoe to S El Prado
	8:00 AM	PK	Public event parking begins in El Mar median north of El Prado Park
	8:00 AM	PK	Signs on bike racks in Pavilion - Special Event tonight - no bikes after 3:00 pm
	8:00 AM	PK	Sign and cones in front of El Mar lot: lot closes at 1?
	10:00 AM	PK	Barricade in front of El Mar Lot, Event Permit Parking Only Signs 1 - 9 PM
	10:00 AM	PK	No parking signs down since roads are blocked (before noon ish)
	10:30 AM	SD	Stage & Lights set up begins (+ banners)- Stevie Ray 12 x 20
	12:00 PM	DH	Begin Vendor parking permit pick up at Town Hall
	1:00 PM	PW	Move boats in Pavilion for Santa Village
	1:30 PM	PK	Block off spots for Commission in front of Town Hall
	2:00 PM	PK	Bag Showers, turn off water
	12:30 - 2:15		Vendors pick up permit and booth # at Town Hall
	1:30 - 3:30	PW	Vendor Load in from El Mar Lot - ALL AVAILABLE HANDS ON DECK @ 2:00-3:30 PLEASE VFD Assist?
	3:00 PM	DH	Super Reader staged in north side of horseshoe - BSO?
	3:00PM	SD	Sound Check w/ AOS
	4:00 PM	BSO	BSO Turn cars around and Eastward Stand or Datura? (local traffic only to eastward Strand)
	4:00 PM	All	All Vendors In
	5:00 PM	All	Market Starts - Ends at 8:30 (Cinnahorn stops at 8)
	5:30 PM	VFD	Fire truck/Santa staged at Holiday Inn
	5:00 PM	SD	Get Mic for Santa
	8:30 PM	ALL	Show ends
	9:00PM	ALL	All available hands to help load out vendors
	9:00 PM	PW	Breakdown chairs/tables/canos on El Mar First (kids crafts)
	9:00 PM	PW	Stage Strike begins



Town Commission Agenda Item Report

Meeting Date: October 25, 2022

Submitted by: Debbie Hime, Special Events and Marketing Manager

Submitting Department: Administration

Item Type: Consent

Agenda Section: New Business

Subject Title: Special Event Application for the Publix Fort Lauderdale A1A Marathon on Sunday, February 19, 2023.

Explanation: Diogo Sousa of Exclusive Sports Marketing has submitted a Special Event Application (**Exhibit 1**) for the 2023 Publix Fort Lauderdale A1A Marathon (**"EVENT"**), which will be held on Sunday, February 19, 2022, Presidents' Day Weekend. A portion of the EVENT is within Town boundaries on Ocean Drive, A1A, Pine Avenue, and El Mar Drive. The EVENT will begin and end at Fort Lauderdale Beach Park. This is the 18th year the A1A Marathon has included Lauderdale-By-The-Sea. All information is consistent with last year's approval, except where highlighted.

The EVENT producers are expecting 600 participants, 150 spectators and 50+ volunteers in the Town spread throughout the race. The schedule of the event is as follows:

Sunday, February 19, 2023

Start of set-up (coning)	4:00 a.m.
Start time of the Event in FTL	6:00 a.m.
First Lead Bicyclist	6:20 a.m.
First Runner through LBTS	6:45 a.m.
Last Runner in Town	10:00 a.m.
Clean up completed by	2:00 p.m.

The EVENT application includes the following request:

1. The racecourse in LBTS is proposed to include the outside northbound lane of A1A from the Town's southern boundary. They will run east on Palm Avenue and then

north on El Mar Drive to Washingtonia Avenue, where the runners will make a U-turn to run south on El Mar. Once at El Mar and Palm, the runners will make a U-turn to run a second lap north to Washingtonia Avenue before again heading south to Palm to return to A1A.

For safety reasons, this year's participants will run facing traffic along El Mar drive, so northbound runners will run in El Mar's inside southbound lane, and southbound runners will run in El Mar's inside northbound lane. **This is the one change in the LBTS course this year.**

2. The northbound and southbound inside lanes and the parking spaces in the single lanes at Anglin's Square on El Mar will be used for the racecourse. The Pier and Aruba's Beach Café parking lots may have limited access from 6:30 a.m. until around 11:00 a.m. Northbound lanes of El Mar are expected to be open by 11:00 a.m. and southbound El Mar lanes by 12:30 p.m.
3. Cones and signs indicating the racecourse along A1A, Palm Avenue, and El Mar (**Exhibit 2**) will be placed by EVENT.

Additional considerations highlighted in the Special Event Application include:

- a. Permission for this event may be suspended or modified by the Commission, Town Manager or his designated Staff.
- b. The Applicants shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving event approval.
- c. 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
- d. Final Site Plan must be presented for approval at least 48 hours in advance of the event.

The EVENT has paid the required \$100 Special Event fee. In addition to this fee, Chapter 17.4 and 17.5 (**Exhibit 3**) requires the Commission to set applicable Road Closure fees and El Mar Median Lane parking fees for events of more than 200 people based on purpose, number of attendees, and impact.

In the past, the Commission has approved parking fees to be charged for the spaces reserved in the Anglin's Square area) and has not charged for road closures.

Recommendation:

Staff recommends approval of the EVENT with the following considerations:

1. EVENT shall pay the hourly parking rate of \$3 for 14 hours for 40 parking spots in Anglin's Square area and El Mar Drive south of Washingtonia (**Condition 3.2.f. and 2.h.**)

2. There will be no charge to use El Mar Drive for the event; and
3. Approval of the Event based on the following conditions:
 1. The Permit Holder will:
 - a. Attend a meeting that has been scheduled at Town Hall with BSO, and Town Staff, on January 19, 2023 at 1:00 p.m. or at another nearby date and time designated by the Town to review and confirm race route, BSO detail requirements and approval of MOT, Ft. Lauderdale/LBTS coordination at municipal boundaries, and other details. EVENT coordinator should request that Ft. Lauderdale Police Detail Coordinator attend the meeting.
 - b. Finalize the number of BSO officers monitoring the event. The EVENT shall reimburse the Town for the expense of the BSO detail. Provide a designated phone or radio contact to the BSO and Town contact no later than 6:00 a.m. on January 19th. The purpose of this contact is to have a communication with race coordinators and when a runner requires assistance but not medical help.
 2. Road Closures, Lane Closures, and Parking Spaces:
 - a. Race lanes will be established by the EVENT with cones on A1A, Palm Avenue, and Pine Avenue (to/from A1A and El Mar Drive), and the north and southbound median lanes of El Mar Drive, as shown on the attached site plan with road closures from 6:00 a.m. until noon or until the last runner has completed this section of the course. In any event, the road will be open no later than 2:00 p.m.
 - b. The racecourse will be delineated with proper barriers and cones during the EVENT by the EVENT's traffic control contractor and removed no later than 2:00 p.m. on Sunday.
 - c. The westbound lane of Palm Avenue will be open to A1A.
 - d. EVENT shall block the north (eastbound) alleyway between A1A and El Mar from 6:00 a.m. until noon.
 - e. The EVENT may limit access to the Pier parking lot and Aruba's valet from 6:30 a.m. until no later than 11:00 a.m.
 - f. Town parking meters on north and south bound El Mar Drive at Commercial Blvd. must be blocked between the hours of midnight and noon. (#122-#129, #136 - #145, #155 – #146, #121 - #114 plus NEV spaces will be pre-paid at least one week prior to the event by the EVENT at the hourly rate of \$3.00 per hour. 14 hours x 40 spaces x \$3.00 per hour = \$1,680.

- g. EVENT may use of El Mar southbound median lane from Washingtonia Avenue north to the single lane designation to stage EVENT vehicles assigned for removal of cones, barricades, etc. from 8:00 a.m. to noon = 4 hours. (5 trucks, 2 semis = 240 feet of median lane = 12 parking spaces x \$3.00 x 4 hours = \$244).
 - h. If cones are not removed by 2:00 p.m., the hourly rate will continue to be charged until the EVENT has requested and Town has confirmed that the cones have been removed by EVENT. The special occurrence fee set forth in Condition #15 (\$500) will be charged if the cones are not removed by 2:00 p.m.
3. Signage:
- a. EVENT will place signs on trees and in Anglin's Square at least 24 hours in advance "no parking from midnight - noon Sunday," and remove signs within 30 minutes of last runner through town and no later than 2:00 PM.
 - b. Signs directing runners at the intersection of Palm and El Mar, El Mar and Commercial, and the turn-around will be provided and placed by the EVENT.
 - c. EVENT shall place a battery-operated race timer facing south in the median between Palm Avenue and Hibiscus, and directional signs alerting runners to "stay left" will be along the entire length of El Mar.
4. EVENT shall have a dedicated on-site representative who is available in person and by phone to BSO and Town staff who is capable and authorized to make decisions on behalf of EVENT.
5. EVENT's water stop box and 10 x 10 canopy shall be placed in a pre-approved spot (away from irrigation) on the median of El Mar for easy access to both northbound and southbound runners. EVENT will arrange a time in advance of drop of with Town's Public Works to meet to confirm location. Box to be dropped on Saturday February 18 and picked up by 2:00 p.m. on Sunday, February 19.
6. EVENT workers designated to assist runners should wear designated EVENT shirts and be assigned passenger vehicles or golf carts and NOT motorcycles. At least one EVENT worker will be stationed at Palm Avenue and A1A, as well as Palm Avenue and El Mar and El Mar and Washingtonia to direct runners in the proper direction and lane(s).
7. EVENT route monitors shall be in place at Palm and El Mar by 5:30 a.m. The number of required monitors will be established at the January 19th meeting with BSO, the Event Organizers and Town and Fort Lauderdale staff.
8. EVENT shall provide written confirmation to the Town two weeks prior to the

event stating that American Medical Response (AMR) or another EMS/Rescue has been assigned to the EVENT on call during the race at the expense of the EVENT. The EVENT is responsible for coordinating their services from 6 AM until the last runner has left the Town's boundaries.

9. TOWN will open El Mar Plaza Restrooms by 6:00 a.m. on event day.
10. No electric or gas will be used for the event. EVENT does not require water from the Town.
11. The EVENT and its approved sound systems for volunteers will be operated so as not to violate the Town's Code, including Section 13-6, Noise Limitation **(Exhibit 3)**. The EVENT, including its volunteers along the route and at the water station, shall keep noise at a minimum. All sound systems will be operated so as not to exceed 75 dBA or 75 dBC between the hours 10:00 p.m. and 7:00 a.m.; and after 7:00 a.m. shall not exceed 85dBA or 85 dBC, which are the noise levels established for this event.
12. The EVENT shall provide the notice and distribution map to the Town for review by January 15, 2023. Once approved by the Town Event Manager, this notice will be distributed to all properties in the distribution area by January 19, 2023.
13. 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 area is not cleaned to Town standards by 2:00 p.m.
14. Final Site Plan must be presented to Town Event Manager for approval at least 48 hours in advance of the EVENT. The EVENT shall arrange for an inspection of the event site to occur two hours before the start of the Event. This inspection shall include the Town 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.
15. 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
16. Insurance:
 - a. At least thirty (30) days prior to the EVENT, the EVENT 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 required 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.
17. 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 were the EVENT.
18. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for 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.
19. 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.
20. 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.
21. 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.

22. Permission for EVENT may be suspended or modified by the Commission, Town Manager, or designated Staff.

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

24. 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.

Exhibits: Ex. 1 2023 A1A Marathon Special Event Application
Ex. 2 2022 A1A LBTS Map
Ex. 3 Resolution 2017-41 Chapter 17.3.3 Special Event Use Fees
Ex. 4 Section 13-6 Noise Limitations



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:

Diogo Sousa
Signature of Applicant

Print Name: Diogo Sousa



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:

Event Purpose, Description and Activities:

New Event____ or Returning Event ☒ Previous Attendance _____

Day(s) and Date(s) of Event: 1500 Sunday, Feb. 19th, 2023 - 6am to 12pm

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

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

Participants: 1500 #Spectators 150 #Adult volunteers: 50+

Please complete the following table:

Activity	Day	Time
Start of set-up:	Sunday 2/19/23	4AM
Start time of the Event:	Sunday 2/19/23	6AM
EVENT		
End time of the Event:	Sunday2/19/23	12PM
Start of Clean up:	Sunday2/19/23	10AM
Clean-up completed by: (Site restored to original condition)	Sunday 2/19/23	2PM

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 Diogo Sousa

Mailing address: 18 NW 18th St, Delray Beach, FL 33444

Phone: 954-446-3955

Mobile phone:

Email: diogo@exclusivesports.com Fax:

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

Name(s):

Mailing address: SAME AS ABOVE

Phone:

Mobile phone:

Evening phone:

Fax:

Email:

Add information as necessary

Will you have an event contractor or planner?

YES ☒ NO

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

Name:

Company Name:

Business Address:

Company Email:

Phone Office:

Phone Mobile:

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

Request for Town Involvement:

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

YES ☒ NO

If yes, describe services requested, if any:

STATEMENT OF BENEFIT

If the applicant is seeking sponsorship/co-sponsorship from the Town of Lauderdale-By-The-Sea, a Statement of Benefit is required by Town Code (dh to add link) 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: Participation fee only

SOUND SYSTEMS

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

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

_____ Proposed amplified sound/speaker system:

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

_____ Planned recorded music

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

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: Diogo Sousa

Email: Diogo@exclusivesports.com

Address: 18 NW 18th St, Delray Beach, FL 33444

Daytime phone:

Mobile phone: 954-446-3955

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 Dept prior to Event. Manufacture labels are required to be attached to the tents and canopies.

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

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

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

Tents: _____

Canopies: ✓ 10x10 pop up for medical team at water stop

Stages: _____

Bleachers: _____ list size and max load:

UTILITIES

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

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

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

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

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

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: Water in water stop (Box

dropped on Friday morning, February 17, 23

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@lbtz-fl.gov) before Application is submitted to Town Commission). No signage shall be installed without permit.

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

Are you requesting permission to erect signage for this event?

YES

☒ NO

For each sign please provide:

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

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

RESTROOMS (show on Site Plan)

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

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

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

Number of restroom facilities required by Town: TBD

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

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:

NB Lanes of A1A
to Palm, El Mar, Pine
and back onto A1A
(using SB and NB
Lanes

TRAFFIC CONTROL/BARRICADES

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

Please list your traffic control contractor, if applicable:

VEHICLES

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

Are you requesting to drive or park on town property or park grounds:

YES

☒ NO

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

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

TRAFFIC CONTROL PLAN

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

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

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

☒ YES ☐ NO

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

All parking meter fees are paid 30 days prior to the event (one permit says 2 weeks prior)

Are you requesting the use or blocking of any parking spaces for the event?

☒ YES ☐ NO

If yes, please include on Site Plan.

OFF DUTY POLICE/CODE COMPLIANCE OFFICERS

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

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

☒ YES ☐ NO

Do you anticipate needing code compliance officers for your event?

☐ YES ☒ NO

CONCESSIONS:

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

Are you planning to have any type of concessions?

YES ☒ NO

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

YES ☒ NO

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

Is the food free of charge _____ or for sale _____

Do all food vendors have a temporary food service permit?

YES ☒ NO

Please list the types of food that will be served:

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

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

Provide details of dispensing locations here and on Site Plan

ALCOHOL

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

Are you planning on selling alcoholic beverages at the event? YES ☐ NO ☒

If YES, has a liquor permit been obtained from the State of Florida? YES ☐ NO ☒

Provide details of dispensing locations here and on Site Plan

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

VENDORS

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

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

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:

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_____

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:

- a Permission for this event may be suspended or modified by the Commission, Town Manager or his designated Staff.
- b 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.
- c The Police Chief shall approve the Applicant's Maintenance of Traffic Plan (MOT), if one is required.
- d 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. During the event as needed and at the end of the event, the Applicant shall empty the Town's waste receptacles and recycling bins within the event area and within 100 feet of the event area.
- e Development Services approval and permitted all signage
- f All related Fire Marshall and Building Official's related requirements have been approved
- g Provide proof of additional restroom facilities ordered at least 30 days prior to event
- h The event 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.
- i 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 10 feet.
- j Parking Requirements have been identified, fees paid and listed on site plan
- k 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.
- l Clean up Deposit may be imposed, based on the final Site Plan, and due two weeks prior to the event.
- m Clean up fee starting at \$150 will be charged if area is not cleaned to Town standards.
- n Final Site Plan must be presented for approval at least 48 hours in advance of the event.
- o Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
- p A Damage Deposit may be imposed, based on size of event and location.

- q Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
- r Applicant shall owe no monies to the Town at the time of the event. There shall be no outstanding 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 outstanding debts to the Town are paid in full.
- s 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 event permit, for health or safety issues, or for the best interests of the Town.
- t The onsite Town representative may terminate an event due to the Applicant not complying with the terms and conditions of the Town's event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the event site.

INDEMNIFICATION

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

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

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

PERMISSION OF THE PROPERTY OWNER

Applicant's and Property Owner's Certification

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

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

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

<i>Applicant</i>	<i>Property Owner</i>
<i>I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.</i>	<i>I give the applicant permission to use my/our property for the proposed special event and I understand the Town's requirements to hold a special event and the information given by the applicant is complete to the best of my knowledge.</i>
Applicant's Signature (required): _____ Date _____	Property owner's Signature (required): _____ Date: _____
Applicant's (Print information below) Name: Diogo Sousa Title: COO of ESM Organization: Exclusive Sports Mark Telephone: 954-446-3955 Mobile: Email: diogo@exclusivesports.com	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)

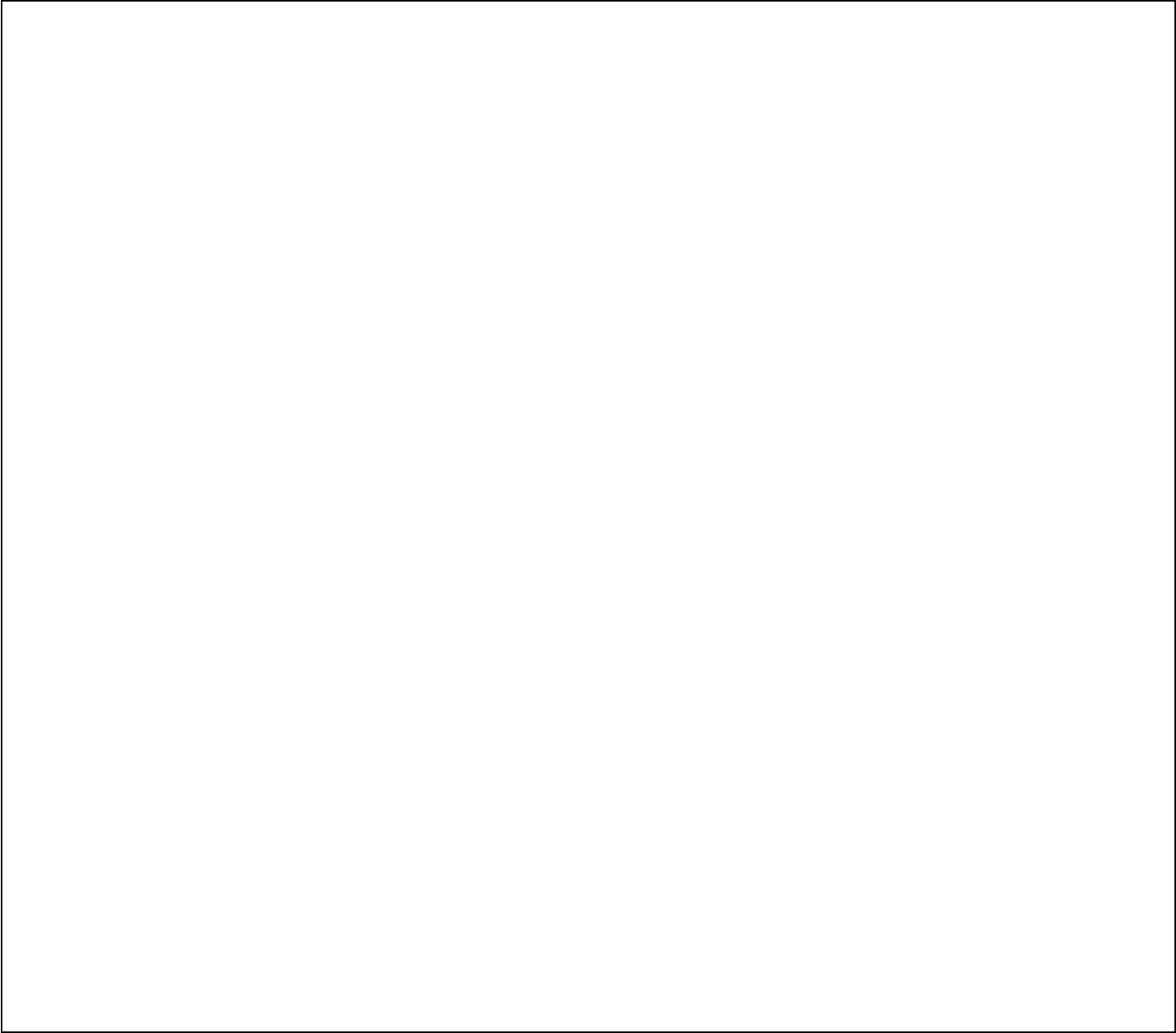
EMS stand-by or Fire watch areas (include first aid stations)

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.*

A large, empty rectangular box with a thin black border, intended for the user to draw a detailed site plan. The box occupies the majority of the page below the instructions.

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.

Diogo Sousa
Applicant's Signature (required)

10-5-23
Date

Diogo Sousa
Applicant's Printed Name and Title/Organization

954-446-3955
Telephone Number

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.

Notary Public, State of Florida
My Commission Expires:



Providing the Best in Recreation & Sports Entertainment



Lauderdale-by-the-Sea 2023 Course Details

Event Date, Sunday, February 19, 2023

- **Course section within Lauderdale by the Sea:** The following link shows an online map of the section of the course that will impact Lauderdale by the Sea. We only need around 1.85 miles of road. The turnaround point takes place at the southern end of the intersection of Washingtonia & El Mar. Here is the map, <https://www.mapmyrun.com/routes/view/3898493245>
- **Time of first participant:** For planning purposes, we should use a time of 6:00am on Sunday, Feb. 20th for when the first wheelchair participant will hit Lauderdale by the Sea.
- **Time of last participant:** The last participant should be out of Lauderdale by the Sea at 11am
- **Location of the water stop:** per your suggestion regarding the location of the water, we are moving it to the south end of El Mar drive about 30 yards north of the turn off Palm Avenue, across from the public beach parking spots. This works from our end as it will not bottleneck the El Prado Park area, especially since there is a green market.
- There will ***only be about 600 runners/walkers in the Marathon***. They will be spread out over 10 miles of road. There will be large gaps between the runners so the impact will be minimized.

FORT LAUDERDALE A1A MARATHON & HALF MARATHON LAUDERDALE-BY-SEA COURSE SECTION

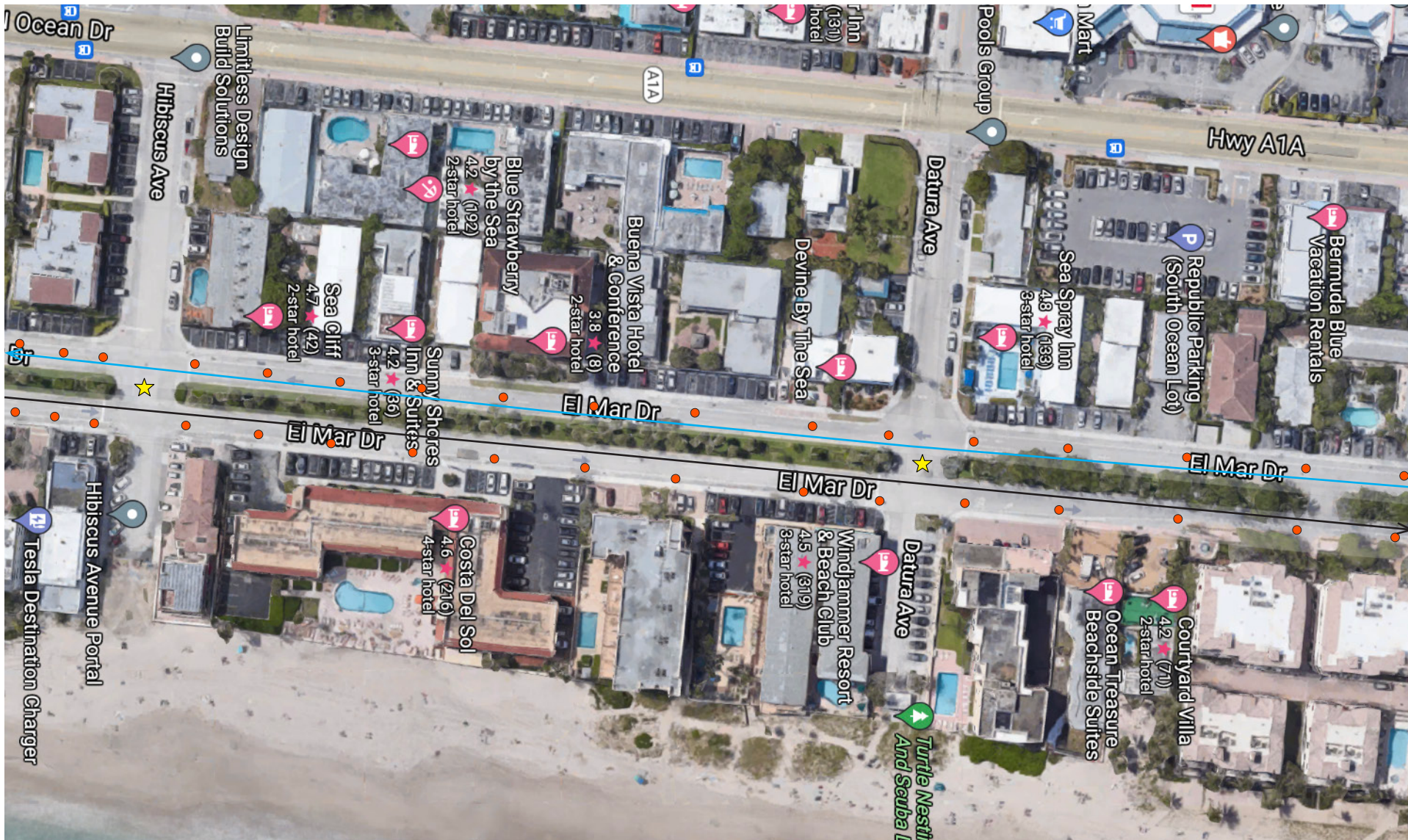


LEGEND:

ROAD CONE: 
TRAFFIC LIGHT: 
POLICE: 
RIGHT TURN: 

LEFT TURN: 
TURN-AROUND: 
WATER STOP: 
N. BOUND COURSE: 
S. BOUND COURSE: 

ALL RUNNERS WILL BE ON THE
LEFT SIDE OF CONES. CONES
WILL HAVE A SIGN
"STAY TO THE LEFT OF CONE"

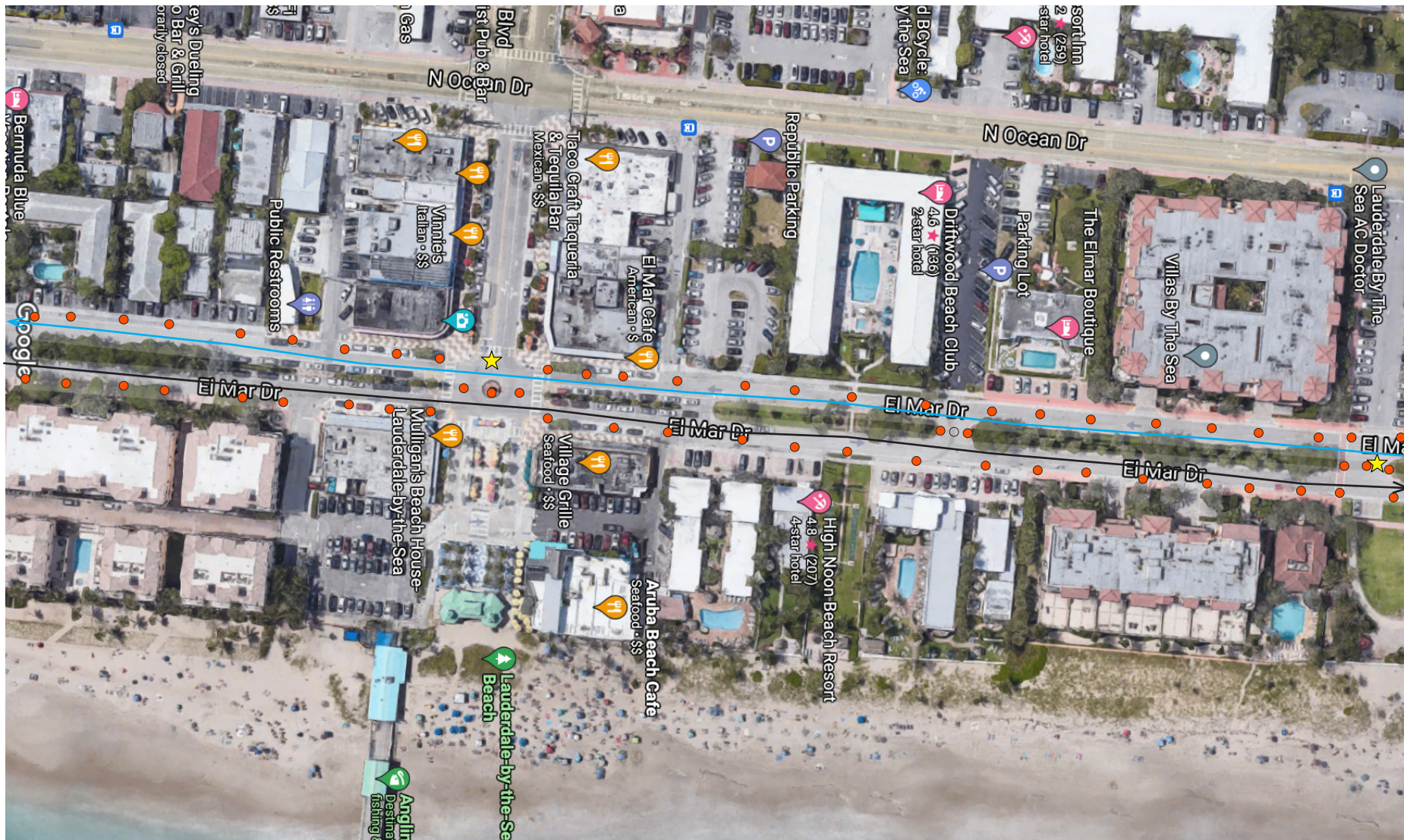


LEGEND:

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- POLICE:
- RIGHT TURN:

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- TURN-AROUND:
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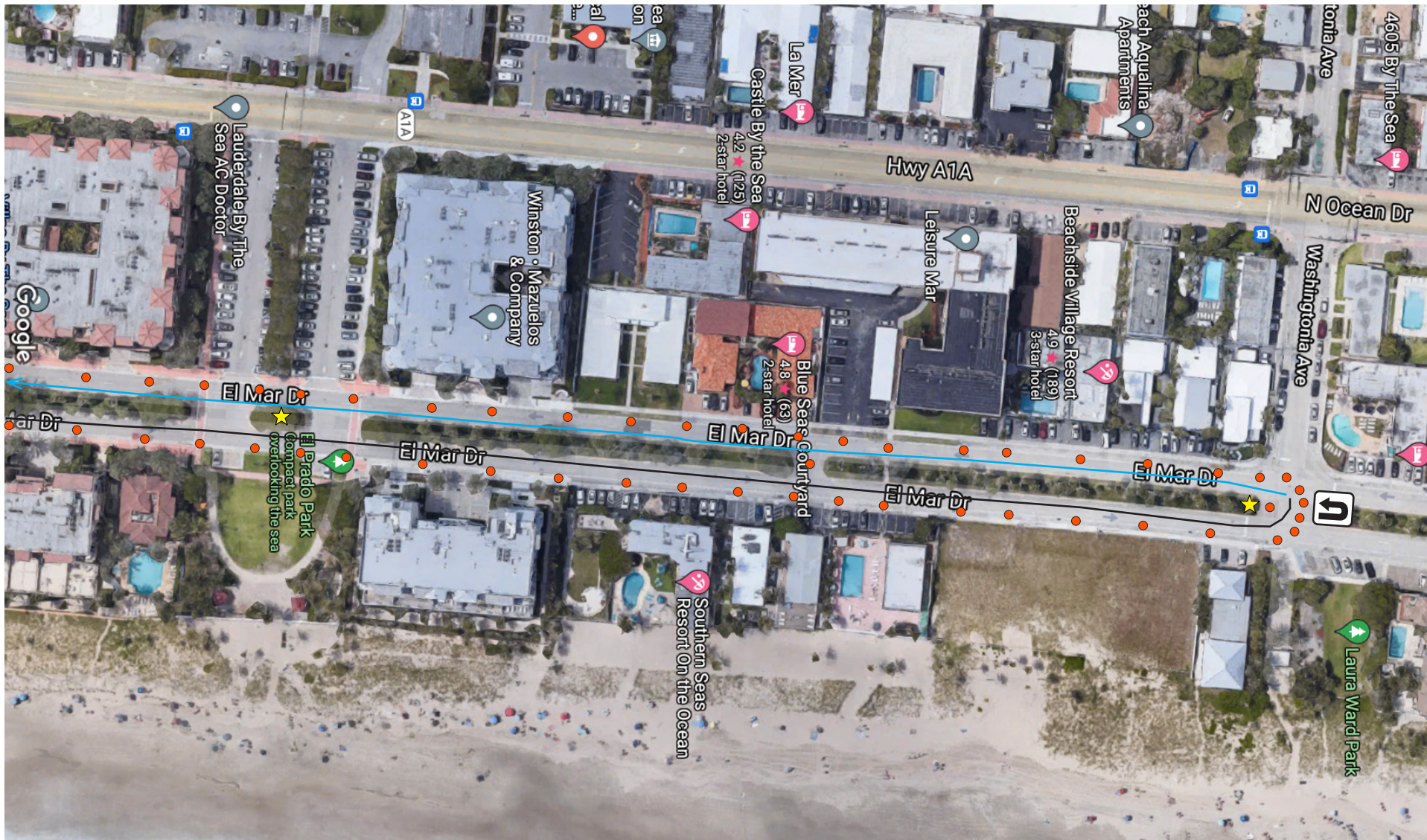


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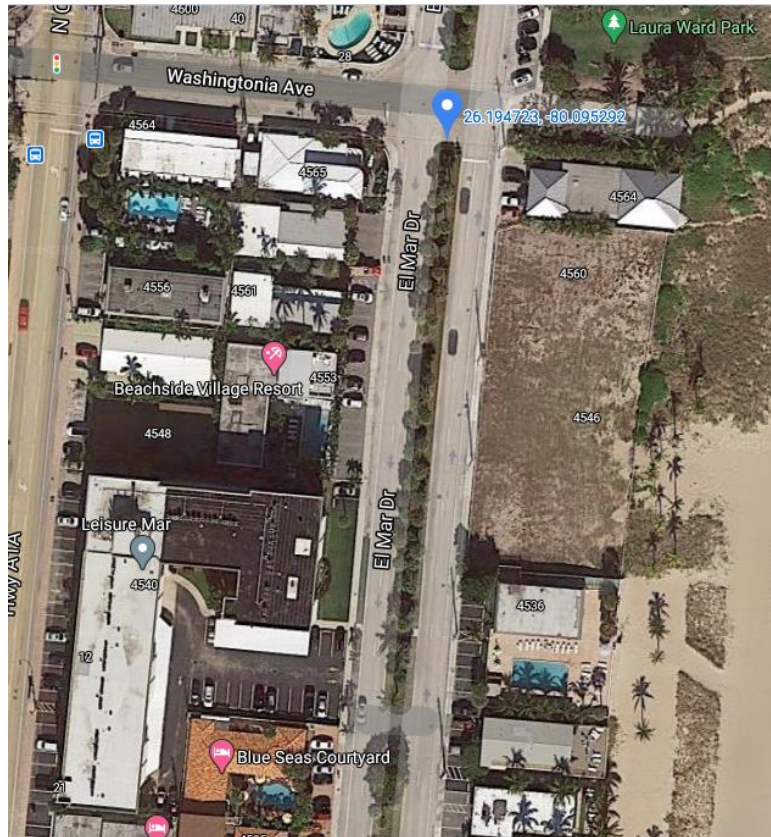
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POLICE: ★
RIGHT TURN: ➡

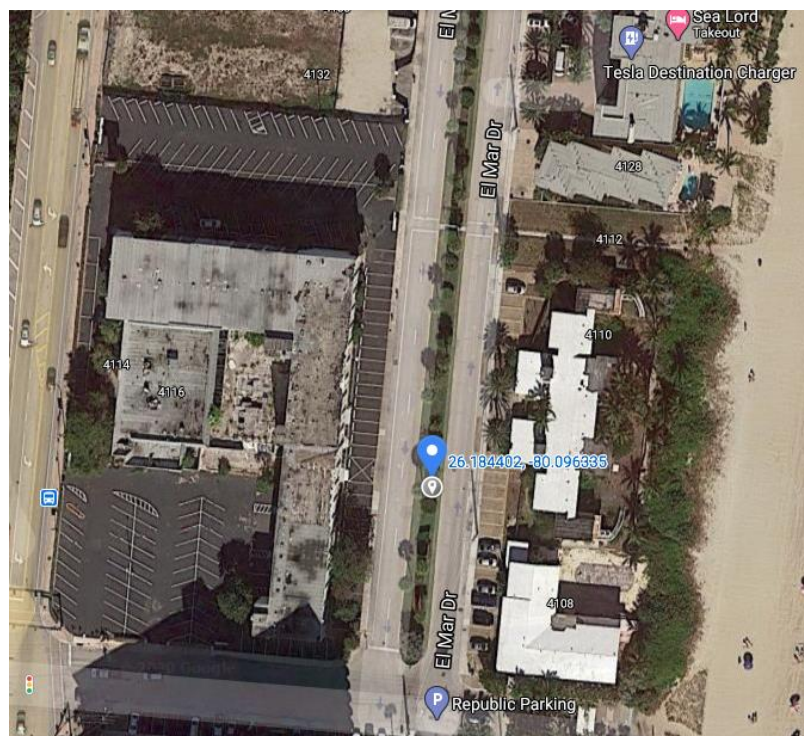
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TURN-AROUND: ↺
WATER STOP: W
N. BOUND COURSE: →
S. BOUND COURSE: →

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2023 Marathon Proposed Turn Around at Washingtonia



2023 Proposed Water Stop North of Palm on El Mar Drive



FORT LAUDERDALE A1A MARATHON & HALF MARATHON LAUDERDALE-BY-SEA COURSE SECTION

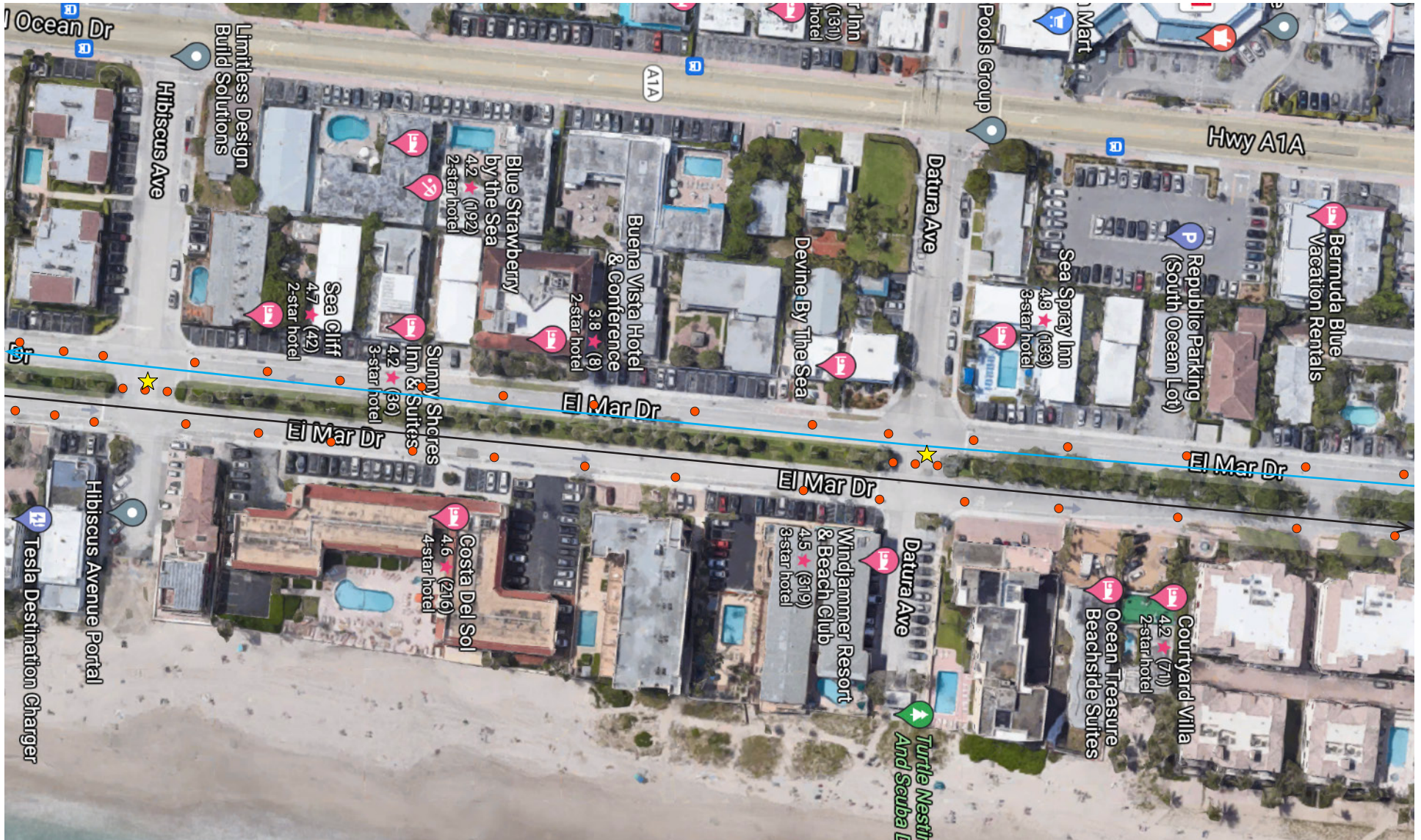


LEGEND:

ROAD CONE: ●
TRAFFIC LIGHT: 🚦
POLICE: ★
RIGHT TURN: ↘

LEFT TURN: ↙
TURN-AROUND: ↺
WATER STOP: W
S. BOUND COURSE: →
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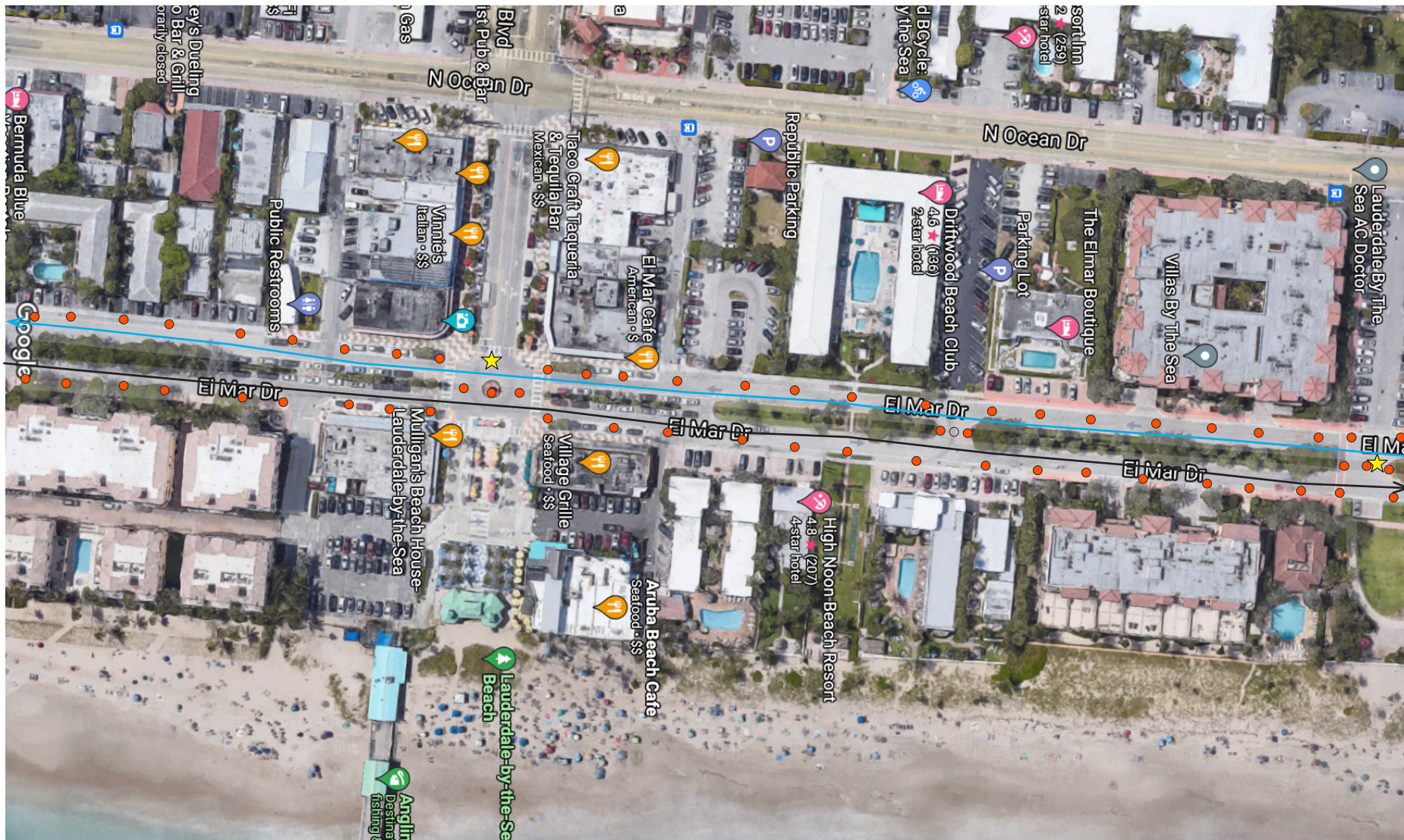


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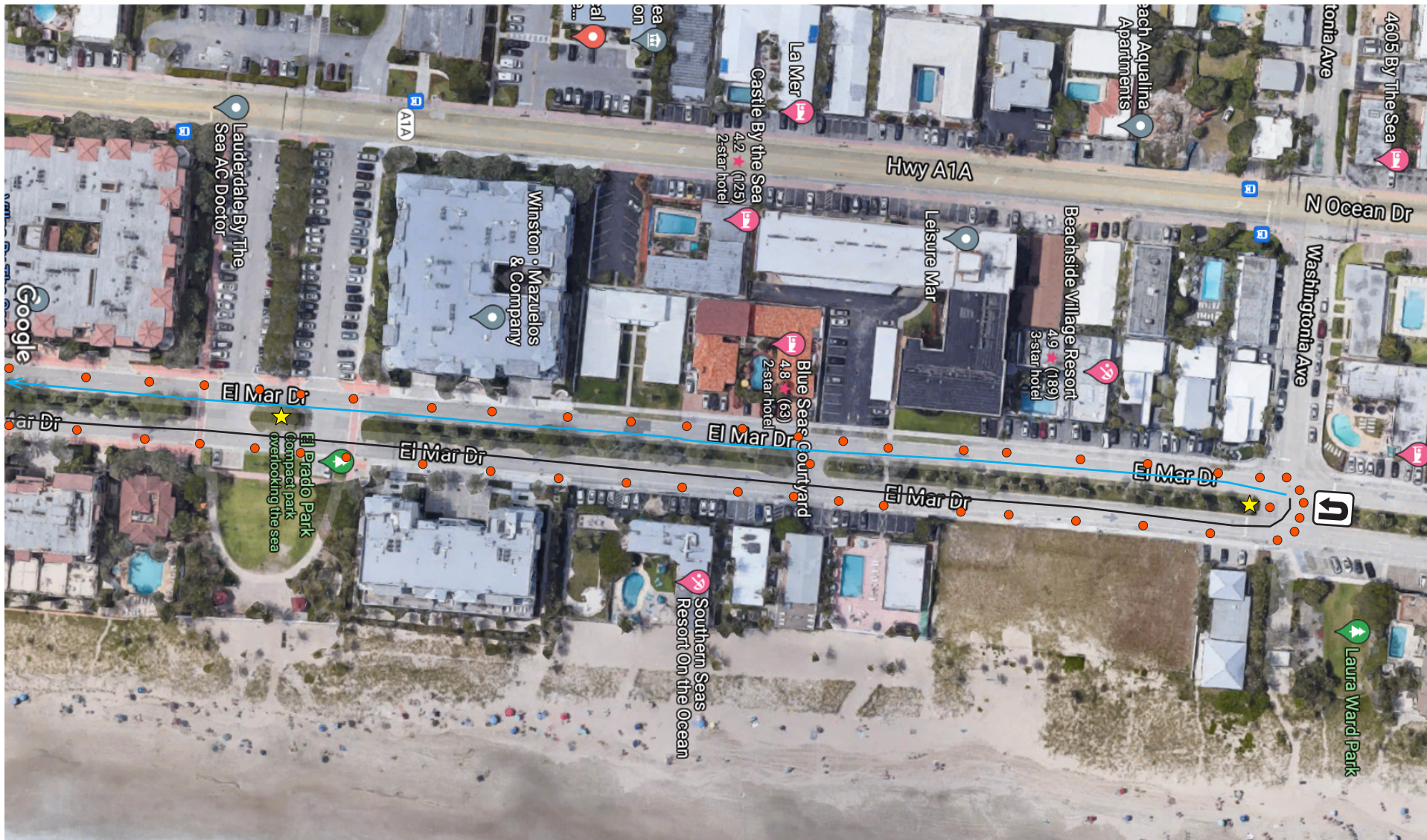


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LEGEND:

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- TRAFFIC LIGHT: 🚦
- POLICE: ★
- RIGHT TURN: ➡

- LEFT TURN: ↶
- TURN-AROUND: ↺
- WATER STOP: W
- S. BOUND COURSE: ➡
- N. BOUND COURSE: ➡

ALL RUNNERS WILL BE ON THE
 LEFT SIDE OF CONES. CONES
 WILL HAVE A SIGN
"STAY TO THE LEFT OF CONE"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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4. Chapter 17 - Jarvis Hall

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

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

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

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

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

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

Potential use on holidays.

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

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

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

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

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

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

Plaza Use Fees

Are in addition to the Event Application Fees listed above.

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

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

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

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

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

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

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

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

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



Mayor Scot Sasser

89 Attest:

APPROVED AS TO FORM:

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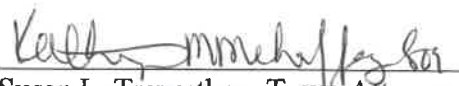
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Town Clerk, Tedra Allen

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95 (CORPORATE SEAL)


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

Sec. 13-6. - Noise limitations.

- (a) *Prohibition of sound disturbance.* No person shall make, continue or cause to be made or continued any sound disturbances which violate the noise limitations, as defined in this section.
- (b) *Method of measurement generally.* For the purpose of measuring the volume, intensity and frequencies of sound, the measurement of sound shall be made with a sound level meter operating on the "A" and "C" weighting scale of any standard design and quality meeting the standards prescribed by the American National Standards Association (ANSI). The instruments shall be maintained in calibration and good working order. Measurements recorded shall be taken so as to provide a proper representation of the sound source. The microphone used during measurement shall be positioned so as not to create any unnatural enhancement or diminution of the measured sound. A wind-screen for the microphone shall be used when required. Traffic, aircraft, and other background sounds shall not be considered in taking measurements, except where such background sound interferes with the primary sound being measured.
 - (1) The slow meter response of the sound level meter shall be used in order to best determine that the average sound has not exceeded the standards set forth in subsections (c)(1) and (c)(2) below.
 - (2) The measurement shall be made at or beyond the real property line of the property on which such sound is generated, or perceived, as appropriate, approximately five feet above ground.
 - (3) In the case of an elevated or directional sound source, compliance with the sound limits is to be maintained at any elevation at or beyond the real property line.
- (c) *Maximum sound levels.* The maximum dBA and dBC sound levels permitted on any property within the Town shall be as follows:
 - (1) The following maximum limitations on sound disturbances shall apply within Zone A (commercial noise zone), as delineated in the map shown in Figure 13:
 - a. Between the hours of 7:00 a.m. and 10:00 p.m., no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond the real property line from which the sound emanates, a sound level that exceeds 85 dBA or 85 dBC.
 - b. Between the hours of 10:00 p.m. and 7:00 a.m. the following morning, no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond the real property line from which the sound emanates, a sound level that exceeds 75 dBA or 75 dBC.
 - (2) The following maximum limitations on sound disturbances shall apply within Zone B (residential noise zone), as delineated in the

map shown in Figure 13:

- a. Between the hours of 7:00 a.m. and 10:00 p.m., no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond the real property line from which the sound emanates, a sound level that exceeds 60 dBA or 65 dBC.
- b. Between the hours of 10:00 p.m. and 7:00 a.m. the following morning, no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond the real property line from which the sound emanates, a sound level that exceeds 55 dBA or 65 dBC.
- (d) *Maximum sound level for activities duly authorized by special event permit.* An activity which has been granted a special event permit pursuant to article VIII of chapter 17 of the Code of Ordinances shall be subject to the maximum limitation on sound disturbances provided within this subsection. In connection with the permitted special event, no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond 100 feet from the source from which the sound emanates if the source is located on public property, or at or beyond the real property line if the source is on private property, a sound level that exceeds the dBA or dBC standard in (c) applicable to the point of measurement and the time of measurement, unless a different standard is established in the special event permit.

(Ord. No. 2009-14, § 2, 7-28-09; Ord. No. 2014-06, § 2, 8-19-14)



Town Commission Agenda Item Report

Meeting Date: October 25, 2022

Submitted By: Debbie Hime

Submitting Department: Administration

Item Type: Consent

Agenda Section: New Business

Subject Title: Wild Berry Salon and Big Cat Bikes Opening Party in Eagle Ray Plaza November 15, 2022

Explanation: The owners of Wild Berry Salon and Big Cat Bikes (**“Applicants”**), located in the Eagle Ray Plaza, have submitted a Special Event Application (**Exhibit 1**) to host a joint opening party (**“EVENT”**) on November 15, 2022 from 6:00 p.m. until 10:00 p.m.

The proposed event includes live music, and catered food. They propose to utilize not only the sidewalk space in front of their businesses, but also the breezeway that runs north south between their building and Interior Digs. The live music is proposed at the south end of the breezeway, near Basin Drive. They are requesting to use the parking spaces behind their business to station the catering vehicle.

While we are pleased to have these two new businesses in Eagle Ray Plaza, we are proposing to relocate the band to the walkway in front of their businesses to ensure a successful opening event that is considerate of the residences on Basin Drive and adjacent businesses. (**Exhibit 3**).

Additionally, staff is recommending that the Applicants notify all properties within one-block of the event by October 27, 2022, so residents on Basin Drive and neighboring businesses will be alerted of the event.

The application was submitted on October 13th for the November 15th event. Per Resolution 2017-41 Section 17.3.2 (**Exhibit 4**) “Special Event Application Fee for West Commercial Business District” the fee is \$50.00.

Recommendation: Staff recommends EVENT be approved with the live music moving to the front of the business, and with the following conditions:

1. The Police Chief will:
 - a. Specify the number of BSO detail officers needed for traffic and crowd control; and
 - b. Arrange for the number of BSO deputies required to work on public property for crowd and traffic control. The Applicant will reimburse the Town for this expense.

2. Applicant will direct the attendees to the Applicant's restrooms.
3. Applicant will arrange for an inspection from Fire Marshal at least one hour prior to EVENT to ensure that it is organized in a safe manner to protect attendees.
4. Parking will operate according to normal parking regulations.
5. Applicant may use one power box at base of tree is needed for the event.
6. The Mobile Prep Station shall make every effort to limit any noise that might disrupt the peaceful lifestyle of neighbors along Basin Drive.
7. Tables, chairs, stage, equipment, etc., will not interfere with pedestrian walkways, ingress, or egress.
8. Applicant shall keep the sidewalks next to the event site and within the event site open and clear for pedestrian traffic.
9. The event shall not use any portion of the walkway east of the breezeway.
10. Setup of the event will start no earlier than 11:00 a.m. and the area will be cleaned and opened by 11:00 p.m.
11. All noise will end promptly at 10:00pm. Noise from the event site shall not exceed 85 dba or 85 dbc otherwise shall meet the requirements of Section 13-6 "Noise Limitations" (Exhibit 3.)
12. Applicant shall provide one 4A/10BC fire extinguisher near the food preparation truck as requested by the Fire Marshal.
13. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
14. During the Event, as needed, and at the end of the Event, the Applicant shall empty all the waste receptacles and recycling bins and pick up litter within the event site and 100 feet of the site and appropriately disposal of all refuse.
15. Clean-up fee starting at \$150 will be charged if area is not cleaned to Town standards.
16. Applicant shall provide written notice to all properties within a one-block of the event by October 26, 2022. The Town shall approve the notice and distribution area will be approved prior to distribution.

17. Any proposed revisions to the Site Plan must be presented to Town staff for approval at least 48 hours in advance of the Event.
18. Any inspections or work to support the event required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
19. The Permit Holder shall meet the following minimum insurance requirements 30 days in advance of the first event per Ordinance 2015-06, which may be modified by action of the Town Commission for a specific event:
 - a. The Permit Holders 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 (30) days written notice required for cancellation.
 - b. At least thirty (30) days prior to the first event, Permit Holders 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.
 - c. No required policy shall have a deductible or self-insurance retention greater than \$15,000.
20. 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 Permit Holders will be held responsible for providing the Town notice of any change in insurance coverage. The Town will 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. The Permit Holders will 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 will justify a denial, suspension or revocation of the requested approval by the Town Manager or designee. In the event that control of any applicable event or activity, by contract or other arrangement, becomes the responsibility of a party other than Applicant (the "Sub-Applicant"), the Sub-Applicant shall be required to meet the insurance and indemnification requirements of this Section under which Applicant is applying, as if they were the Applicant and will be held responsible for compliance with the Town Code as if the Sub-Applicant were the Applicant.
21. In the event that insurance certificates, licenses, and other material requirements are not provided by the required dates, the approval for this Event will 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.

22. Applicant shall owe no monies to the Town prior to or at the time of the Event. There will be no outstanding fines, moneys, fees, licenses, permits, 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 outstanding debts to the Town are paid in full.
23. Permission for this Event may be suspended or modified by the Commission, Town Manager, or designated Staff.
24. The Town Manager may suspend permission for this Event due to construction activities, failure of Applicant 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.
25. Upon showing by 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.
26. The onsite Town representative may terminate the Event due to Applicant not complying with the terms and conditions of the Town's event permit, for health or safety issues, and for issues such as but not limited to, crowds that exceed the capacity of the event site.

Attachments:

- Ex. 1 Special Event Application for November 15, 2022
- Ex. 2 Event Site Plan Submitted by Applicant
- Ex. 3 Town Staff Recommended Site Plan
- Ex. 4 Resolution 2017-41 Fee Resolution Special Events
- Ex. 5 Noise Ordinance 2014-06



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.SpecialEventRequirements>
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

The Town of Lauderdale-By-The-Sea
Special Event Application

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:

Annie Berry

Signature of Applicant

Print Name: Annie Berry

Event Name: The Wild Berry Salon Grand Opening



SPECIAL EVENT APPLICATION

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

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

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

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

Name of Event: The Wild Berry Salon Grand Opening

Event Purpose, Description and Activities: Celebration of opening salon, with Cliental/ Live Music/Food

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

Day(s) and Date(s) of Event: Tuesday November 15th 2022 6pm 10 pm

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

Sting Ray Plaza Breeze way / Store Front as well

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

Participants: #Spectators 75 #Adult volunteers: 5

Please complete the following table:

Activity	Day	Time
Start of set-up.	Nov 15th	11 AM
Start time of the Event:	Nov 15th	5 pm
EVENT		
End time of the Event:	Nov 15th	9 pm
Start of Clean up:	Nov 15th	9 pm
Clean-up completed by: (Site restored to original condition)	Nov 15th	

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: Annie Berry

Mailing address: 262 Commercial Blvd #B Lauderdale by the Sea, 33308

Phone: 954-268-4924

Mobile phone: 954-552-2458

Email: annie@thewildberrysalon.com Fax:

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

Name(s): Same as above (1 day event)

Mailing address:

Phone:

Mobile phone:

Evening phone:

Fax:

Email:

Add information as necessary:

Will you have an event contractor or planner?

YES ☒ NO

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

Name:

Company Name:

Business Address:

Company Email:

Phone Office:

Phone Mobile:

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

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: Chamber is helping with Grand Opening event

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:

~~X~~ Proposed live music: List genre, type, ambiance: **Acoustic music**

_____ Planned recorded music

~~X~~ Do you require electrical connections for any of the above? Please give details:
1 extention Cord for amp, which is a heavy duty weather cord

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: na

Email:

Address:

Daytime phone:

Mobile phone:

TENTS, CANOPIES, STAGES, BLEACHERS

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

A canopy is a tent without sides.

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

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

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

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

Tents: _____
Canopies: 1 _____
Stages: _____
Bleachers: _____ list size and max load:

UTILITIES

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

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

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

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

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

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

na Electrical power:
na Water:
na Gas, propane, BBQ grills, generators:
na 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:

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: na

(Show on Site Plan)

STREET CLOSURES

Street closures may be required at the Event's expense

Are you requesting that any public streets be closed for the Event? YES ☒ NO ☒
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:

TRAFFIC CONTROL PLAN

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

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

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

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

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

OFF DUTY POLICE/CODE COMPLIANCE OFFICERS

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

Do you anticipate needing off duty police officers for your Event? YES ☒ NO
Do you anticipate needing code compliance officers for your Event? YES ☒ NO

CONCESSIONS:

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

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

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

YES ☒ NO

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

Is the food free of charge ☒ or for sale _____

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

Please list the types of food that will be served:

Are you requesting any of the following types of cooking equipment be used on site: NONE

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

Shane Letter
Enter fair meet etc

Vendor Type

Tables/chairs
catering/music

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 AB

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 AB

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 11AM and the area will be cleaned and open by 11 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.

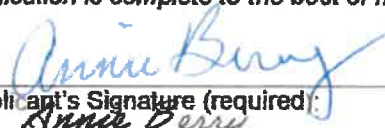
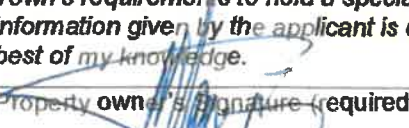
PERMISSION OF THE PROPERTY OWNER

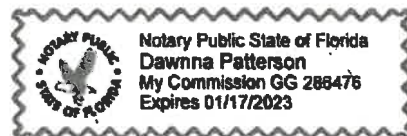
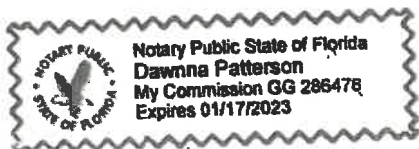
Applicant's and Property Owner's Certification

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 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: 10/8/2022	 Property owner's Signature (required): Date: 10/11/22
Applicant's (Print information below) Name: Annie Berry Title: Owner Organization: The Wild Berry Salon Telephone: 954-268-4924 Mobile: 954-592-2458 Email: Annie@theWildBerrySalon.com	Property Owner's (Print information below) Name: Eric Manguee Title: Owner Organization: FPA Holdings Telephone: 954-776-5170 Mobile: 954-471-0349 Email: emanguee@floridapunch.com
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 <u>Annie Berry</u> 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 <u>Eric Manguee</u> who is personally known to me/provided as identification and who did/did not take an oath.
My Commission Expires: 1/17/23  Notary Public, State of Florida	My Commission Expires: 1/17/23  Notary Public, State of Florida



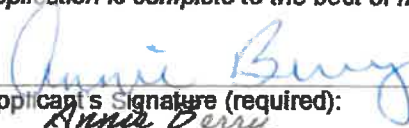
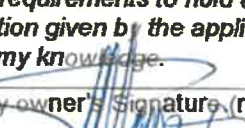
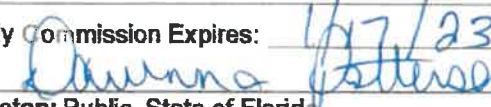
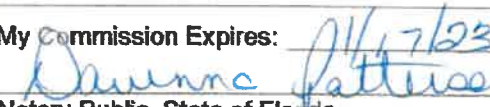
PERMISSION OF THE PROPERTY OWNER

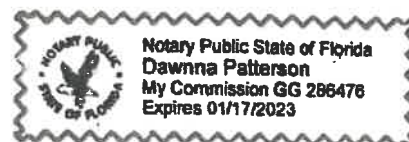
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By signing this event application, the petitioner agrees to all terms, conditions, and indemnification in this application, and understands that this application or the approval of this event application by the Town Commission does not grant any permission 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: 10/8/2022	 Property owner's Signature (required): Date: 10/11/22
Applicant's (Print information below) Name: Annie Berry Title: Owner Organization: The Wild Berry Salon Telephone: 954-228-4924 Mobile: 954-552-2458 Email: Annie@theWildBerrySalon.com	Property Owner's (Print information below) Name: Eric Manger Title: Owner Organization: Florida FPA Holdings Telephone: 954-776-5170 Mobile: 954-471-0349 Email: emanger@floridafpacham
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 <u>Annie Berry</u> who is personally known to me/provided <u>as identification</u> and who did/did not take an oath.	SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by <u>Eric Manger</u> who is personally known to me/provided <u>as identification</u> and who did/did not take an oath.
My Commission Expires: 1/17/23  Notary Public, State of Florida	My Commission Expires: 1/17/23  Notary Public, State of Florida



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.

Annie Berry
Applicant's Signature (required)

10-12-22
Date

Annie Berry Owner The Wild Berry Salon
Applicant's Printed Name and Title/Organization

954-552-2458
Telephone Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

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

Dawnna Patterson
Notary Public, State of Florida
My Commission Expires:



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)

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.

Annie Berry
Applicant's Signature (required)

10-12-2022
Date

Annie Berry Owner The Wildberry Salon
Applicant's Printed Name and Title/Organization

654-552-2458
Telephone Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

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

Dawnna Patterson
Notary Public, State of Florida
My Commission Expires:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/11/2022

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	Simply Business 1 Beacon Street 15th Floor Boston, MA 02108	CONTACT NAME:	Simply Business	
		PHONE (A/C No. Ext.):	FAX (A/C No.):	
		E-MAIL ADDRESS:	contactus@simplybusiness.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	Jamin Jam LLC / DBA The Wild Berry Salon 262 Commercial Blvd Unit B Fort Lauderdale, Florida 33308	INSURER A :		10200
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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			HIUS3526434XB1	05/01/2022	05/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000
	☐ 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 ☐ Y/N OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	☐ PROFESSIONAL LIABILITY						EACH CLAIM AGGREGATE

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

BUSINESS PERSONAL PROPERTY: \$10,000

CERTIFICATE HOLDER

Town of Lauderdale by the sea,
4501 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/11/2022

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 Simply Business 1 Beacon Street 15th Floor Boston, MA 02108	CONTACT NAME: Simply Business	
	PHONE (A/C No. Ext.): (844) 654-7272 FAX (A/C No.):	
	E-MAIL ADDRESS: contactus@simplybusiness.com	
INSURED Jamin Jam LLC / DBA The Wild Berry Salon 262 Commercial Blvd Unit B Fort Lauderdale, Florida 33308	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hiscox Insurance Company Inc	10200
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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 ☐ PRO-JECT ☐ LOC OTHER: .						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	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 ☐ Y / N OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	PROFESSIONAL LIABILITY			HIUS3526435XB	05/01/2022	05/01/2023	EACH CLAIM \$1,000,000.00 AGGREGATE \$1,000,000.00

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

CERTIFICATE HOLDER The Town of Lauderdale by the Sea, 4501 Ocean Drive, Lauderdale, 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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Ron DeSantis, Governor



Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

DIVISION OF HOTELS AND RESTAURANTS

THE CATERER (2013) HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 509, FLORIDA STATUTES

SHANE LEMAR ENTERTAINMENT LLC

RUN AND AFFORDABLE CATERING
9895 W SAMPLERD
CORAL SPRINGS, FL 33065

LICENSE NUMBER: CAT1621145

EXPIRATION DATE: DECEMBER 1, 2022

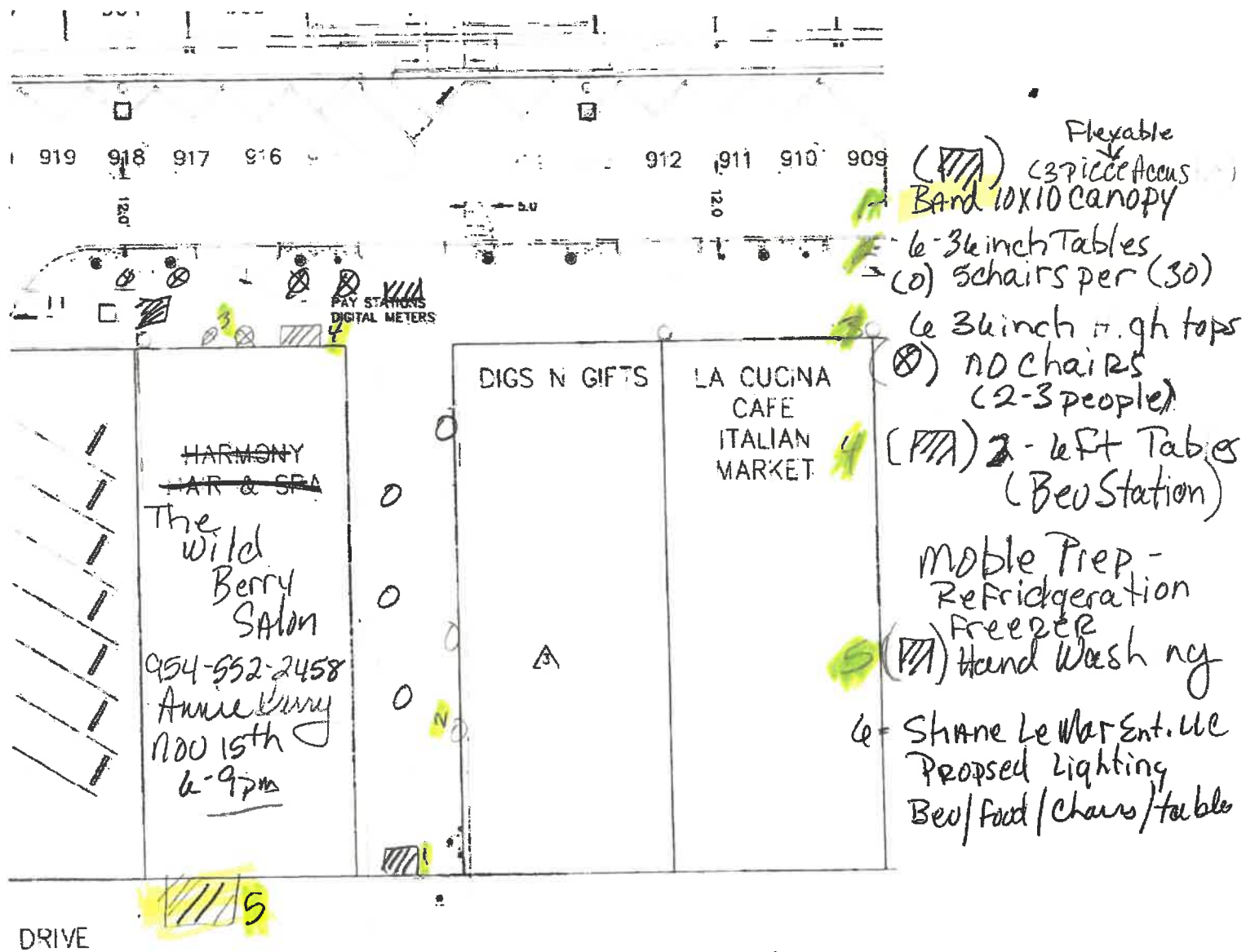
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Do not alter this document in any form.

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EXHIBIT 2



Newsite Plan 10-13-22

Exhibit 3

Town Staff Recommended
Site Plan for Opening Event
11-15-22 in Eagle Ray Plaza

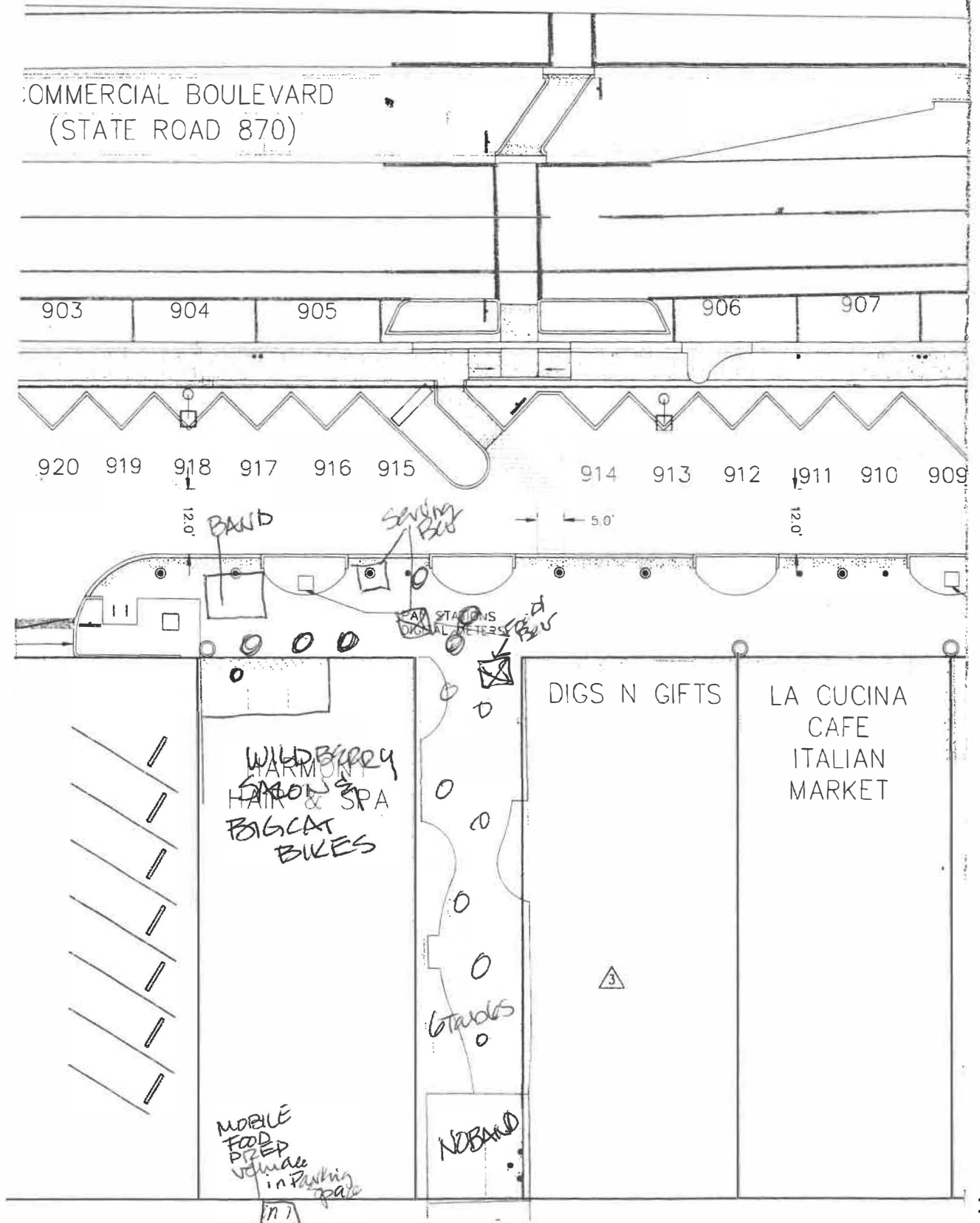


EXHIBIT 4

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

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

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4. Chapter 17 - Jarvis Hall

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

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

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

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

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

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

Potential use on holidays.

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

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

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

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

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

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

Plaza Use Fees

Are in addition to the Event Application Fees listed above.

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 24th day of October 2017.



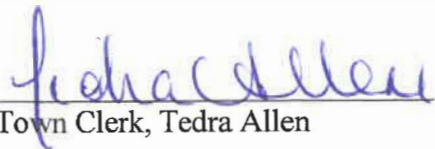
Mayor Scot Sasser

89 Attest:

APPROVED AS TO FORM:

90

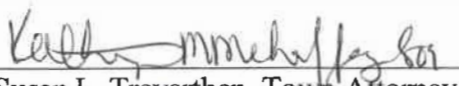
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Town Clerk, Tedra Allen

93

94

95 (CORPORATE SEAL)


~~Susan L. Trevarthen~~, Town Attorney

Kathryn Mehahey

Exhibit 1

ORDINANCE 2014-06

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 13 "NOISE" OF THE CODE OF ORDINANCES TO AMEND THE SOUND LEVELS IN THE COMMERCIAL NOISE ZONE, ADDRESS AUDIBLE ALARM SYSTEMS, REGULATE GENERATOR NOISE ON CONSTRUCTION SITES, REVISE THE MEASUREMENT OF SOUND LEVELS, ADOPT DEFINITIONS, AND OTHERWISE AMEND THE TOWN'S NOISE REGULATIONS; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Lauderdale-By-The-Sea (the "Town") recognizes that loud noises disturb the quiet enjoyment of property necessary to peaceful and productive living; and

WHEREAS, the Town Commission desires to amend Chapter 13 "Noise" of the Code of Ordinances, in order to define terms, modify the sound level standards in the commercial noise zone, modify the distance from which sound is measured, all to better address the impact of excessive noise on residential areas of the Town and provide for effective and content-neutral regulation of noise appropriate to the commercial and residential areas within the Town; and

WHEREAS, the Town Commission further desires to amend Chapter 13 to better regulate generator noise from construction sites and audible security alarm systems; and

WHEREAS, upon the recommendation of Town staff, the Town Commission deems it to be in the best interest of the citizens and residents of the Town to amend the Code of Ordinances to accomplish these objectives.

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

Exhibit 1

ORDINANCE NO. 2014-06

SECTION 1. Recitals. The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

SECTION 2. Amendment. Chapter 13 “Noise” of the Code of Ordinances is hereby amended as follows:

Chapter 13. Noise.

* * * * *

Section 13-3. Prohibited acts.

The following specific acts shall be prohibited at all times and at all places within the limits of the Town:

* * * * *

(11) *Construction and demolition.* Engaging in construction, drilling, repair, maintenance, alteration, demolition, land clearing or landfilling operations at any hour on Sundays and during the hours of 5:30 p.m. to 8:00 a.m., Monday through Saturday, except for emergency work as defined herein. This subsection shall not apply to the use of domestic power tools as specified in paragraph (12).

(12) *Domestic power tools.* Operating or permitting the operation of any mechanically-powered saw, fender, drill, grinder, lawn or garden tool, or similar tool between 10:00 p.m. and 7:00 a.m. on weekdays or 10:00 p.m. and 8:00 a.m. on weekends and holidays, unless such equipment is operating inside a completely enclosed structure.

(13) Construction site generator noise.

(a) No generators if site has electric service. Fuel powered generators may not be used at any construction site with existing electric service.

(b) Generators allowed if site is not connected to electric service. Fuel powered generators may be used at a construction site that does not have electric service.

Exhibit 1

ORDINANCE NO. 2014-06

(c) Time limits on generator use. Fuel powered generators may only be used during the permitted hours of construction provided above in subsection (11) until the 60th day after a building permit is issued or the date that an electrical power drop is installed, whichever is soonest. The generator(s) may only be used for a period of four (4) hours each work day. The four-hour period starts when the first generator is turned on and ends four (4) hours later, regardless of how many times the generator is turned off or how many generators are used during that time period. The Building Official may extend any of the time limitations herein upon demonstration of good cause by the property owner.

(14) Audible security alarms. The use of an audible security alarm system that is audible for longer than allowed by or otherwise does not comply with all requirements of Chapter 15 of the Code.

Section 13-4. Terminology and standards.

All terminology used in this chapter shall be as defined herein or, if not defined, given plain meaning by reference to common dictionary definition. When interpretation is required by reference to a source more definitive than this Code or a dictionary, reference shall first be made to publications of the American National Standards Institute (ANSI):

* * * * *

Continuous source of sound. A source of sound, whether constant, variable, intermittent, or impulsive, that continues for a period of time without stopping or interruption.

* * * * *

Sec. 13-6. Noise limitations.

(a) Prohibition of sound disturbance. No person shall make, continue or cause to be made or continued any sound disturbances which violate the noise limitations, as defined in this section.

(b) Method of measurement generally. For the purpose of measuring the volume, intensity and frequencies of sound, the measurement of sound shall be made with a sound level meter operating on the "A" and "C" weighting scale of any standard design and quality meeting the standards prescribed by the American National Standards Association (ANSI). The instruments

Exhibit 1

ORDINANCE NO. 2014-06

shall be maintained in calibration and good working order. Measurements recorded shall be taken so as to provide a proper representation of the sound source. The microphone used during measurement shall be positioned so as not to create any unnatural enhancement or diminution of the measured sound. A wind-screen for the microphone shall be used when required. Traffic, aircraft, and other background sounds shall not be considered in taking measurements, except where such background sound interferes with the primary sound being measured.

(1) The slow meter response of the sound level meter shall be used in order to best determine that the average sound has not exceeded the standards set forth in subsections (c)(1) and (c)(2) below.

(2) The measurement shall be made at or beyond ~~200 feet beyond~~ the real property line of the property on which such sound is generated, or perceived, as appropriate, approximately five (5) feet above ground.

(3) In the case of an elevated or directional sound source, compliance with the sound limits is to be maintained at any elevation at or beyond the real property line.

(c) *Maximum sound levels.* The maximum dBA and dBC sound levels permitted on any property within the Town, shall be as follows:

(1) The following maximum limitations on sound disturbances shall apply within Zone A (commercial noise zone), as delineated in the map shown in Figure 13:

a. Between the hours of 7:00 a.m. and 10:00 p.m., no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond the real property line from which the sound emanates, a sound level that exceeds ~~90~~ 85 dBA or ~~95~~ 85 dBC.

b. Between the hours of 10:00 p.m. and 7:00 a.m. the following morning, no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond the real property line from which the sound emanates, a sound level that exceeds 75 dBA or 75 dBC.

Exhibit 1

ORDINANCE NO. 2014-06

(2) The following maximum limitations on sound disturbances shall apply within Zone B (residential noise zone), as delineated in the map shown in Figure 13:

- a. Between the hours of 7:00 a.m. and 10:00 p.m., no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond the real property line from which the sound emanates, a sound level that exceeds 60 dBA or 65 dBC.
- b. Between the hours of 10:00 p.m. and 7:00 a.m. the following morning, no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond the real property line from which the sound emanates, a sound level that exceeds 55 dBA or 65 dBC.

(d) *Maximum sound level for activities duly authorized by special event permit.* An activity which has been granted a special event permit pursuant to Article VIII of Chapter 17 of the Code of Ordinances shall be subject to the maximum limitation on sound disturbances provided within this subsection. In connection with the permitted special event, no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond ~~two~~ one hundred (2100) feet from the source from which the sound emanates if the source is located on public property, or at or beyond from the real property line if the source is on private property, a sound level that exceeds the dBA or dBC standard in (c) applicable to the point of measurement and the time of measurement, unless a different standard is established in the special event permit.

* * * * *

SECTION 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconditional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 4. Effective Date. This Ordinance shall become effective immediately upon passage on second reading.

SECTION 5. Conflict. It is the intention of the Town Commission that the provisions of

Exhibit 1

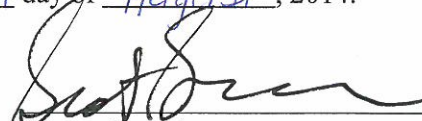
ORDINANCE NO. 2014-06

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

Passed on the first reading, this 8 day of July, 2014.

Passed on the second reading, this 19 day of August, 2014.


Mayor Scot Sasser

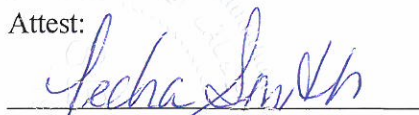
First Reading

Second Reading

Mayor Sasser
Vice-Mayor Vincent
Commissioner Brown
Commissioner Dodd
Commissioner Sokolow

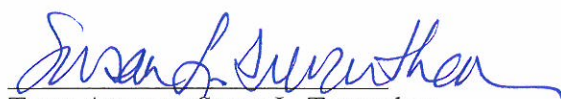
<u>Aye</u>	<u>Aye</u>
<u>Aye</u>	<u>Aye</u>
<u>Aye</u>	<u>Aye</u>
<u>Aye</u>	<u>Aye</u>
<u>Aye</u>	<u>Aye</u>

Attest:


Town Clerk Tedra Smith

(CORPORATE SEAL)

Approved as to form:


Town Attorney Susan L. Trevvarthen



Agenda Item No: 13.e

Town Commission Agenda Item Report

Meeting Date: October 25, 2022

Submitted by: Mayor Chris Vincent

Submitting Department: Commission

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title: LBTS Community Church Monthly Flea Market beginning Nov. 5, 2022

Explanation: The Community Church (the “Church”) is requesting to hold a monthly Flea Market on the first Saturday* of the month from November to May to raise funds for the Church (the “Event”). The Church submitted a Special Event Application (**Exhibit 1**) after the thirty-day application submission date for consideration by Town Staff. The Town’s Special Event policy allows the Commission to bring forward a request within this period. Mayor Vincent has requested this Event be brought to the Commission for their consideration.

The request is the same as last year’s event, with it being held every first Saturday of the month from November through May (November 5, December 3, January 7, February 4, March 4, April 1, and May 6).

Set Up Begins	7:00 AM
Event Begins	8:00 AM
Event Ends	1:00 PM
Clean Up Completed	4:00 PM

Tables will be arranged outside and in the Church’s fellowship hall. Acoustic music will be played in Friedt Park just to the north of the Church. Food will be served from the Church’s kitchen.

In addition to the approval of having the Event, the Church 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” (**Exhibit 2**).
2. Use Friedt Park just north of the Church for a band playing acoustical music and a place for participants to gather.

Recommendation: Staff recommends the use of the park as requested and permitted based on the following conditions:

1. The Police Chief will:
 - a. If necessary, specify the number of BSO detail officers needed for traffic and crowd control; and
 - b. Arrange for the number of detail BSO deputies required to work on public property for crowd and traffic control. The Event will reimburse the Town for this expense.
2. Setup of the Event will start no earlier than 7:00 a.m. and the area will be cleaned and opened by 4:00 p.m.
3. The Event will direct the attendees to Church or public bathrooms in Friedt Park.
4. The Event will arrange for an inspection of the Event site from the Fire Marshal one hour prior to each Event to ensure that it is organized in a safe manner to protect attendees and that all electrical cords and similar materials are covered to avoid a trip hazard.
5. No road closures are approved. Parking will operate according to normal parking regulations.
6. The Event is allowed to park cars in the Right of Way (ROW) on Bougainvillea and Poinciana.
7. Tables, chairs, stage, equipment, etc., shall not interfere with pedestrian walkways, ingress, or egress.
8. The Event shall keep the sidewalks next to the event site and within the event site open and clear for pedestrian traffic.
9. Town power will not be used.
10. There will be no other food served other than that which is served from the church's kitchen and grill. Event shall provide one 4A/10BC fire extinguisher next to the church's grill.
11. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
12. During the Event as needed and at the end of the Event, the Event shall empty all the waste receptacles and recycling bins and pick up litter within the event site and 100 feet of the site and appropriately disposal of all refuse.

13. Clean-up fee starting at \$150 will be charged if area is not cleaned to Town standards.
14. Only acoustical music is allowed outside.
15. All noise from the Event will end promptly at 1:00 p.m.
16. The Event shall provide written notice at least two weeks prior to each month's event to all properties within a one-block of the Events (Bougainvilla, Poinciana). The notice and distribution area will be approved by the Town prior to distribution.
17. Final Site Plan (if there are changes) must be presented for approval at least 48 hours in advance of each Event.
18. Any inspections or work to support the Event required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
19. The Event shall provide a Certificate of Liability Insurance prior to permitting that meets all the insurance requirements of Chapter 17, Section 17-9, 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 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 Applicants will be held responsible for providing the Town notice of any change in insurance coverage.
 - d. The Town will 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. The Applicants will 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 will justify a denial, suspension, or revocation of the requested approval by the Town Manager or designee.

20. 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 Church (the "Sub-Permittee"), the Sub-Permittee shall be required to meet the insurance and indemnification requirements of this Section under which the Church is applying, as if they were the Church and will be held responsible for compliance with the Town Code as if the Sub-Permittee were the Church.
21. In the event that insurance certificates, licenses, and other material requirements are not provided by the required dates, the approval for this Event will expire unless the Town Manager finds there are extenuating circumstances that the Church has cured or can immediately cure without compromising the health, welfare, and safety of the citizens of the Town and those attending the Event without increasing the administration costs of the Town.
22. The Church shall owe no monies to the Town at the time of the Event. There shall be no outstanding fines, moneys, fees, licenses, permits, 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 outstanding debts to the Town are paid in full.
23. Permission for this Event may be suspended or modified by the Commission, Town Manager, or designated Staff.
24. The Town Manager may suspend permission for this Event due to construction activities, failure of the Church 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.
25. Upon showing by the Church 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.
26. The onsite Town representative may terminate the Event due to the Church 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.

Attachments:

- Ex. 1 Special Event Application for Community Church Monthly Flea Market
- Ex. 2 Flea Market Cover Letter



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

The Town of Lauderdale-By-The-Sea
Special Event Application

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: Rev Fred J Powell, III

LBTS Community Ch. Flea Market

Event Name: _____



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: LBTS Community Church Flea Market

Event Purpose, Description and Activities: To bring the LBTS community together for celebration

New Event ☐ or Returning Event ☒ Previous Attendance 100 *shopper though 8am to 1pm*

Day(s) and Date(s) of Event: 1st Saturday of the month ^{Oct} September, 2022-April, 2023

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

433 Bougainvillea Drive--LBTS Community Church

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

Participants: 30 #Spectators 100 #Adult volunteers: 5

Please complete the following table:

Activity	Day	Time
Start of set-up:	1s Saturday	7.00 am
Start time of the Event:	1st Saturday	8.00 am
EVENT		
End time of the Event:	1st Saturday	1 pm
Start of Clean up:	1st Saturday	1 pm
Clean-up completed by: (Site restored to original condition)	1st Saturday	4 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: (This is on file with Town Hall)

Please see attached letter as well.

3 | Page

Person submitting Application ("Responsible Party"):

Name: Rev. Fred J Powell-Haig (Pastor)
Mailing address: 4433 Bougainvillea Dr, LBTS FL 33308
Phone: 954.776.5530 Mobile phone: 803.209.5807
Email: pastor@lbtsc.org Fax:

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

Name(s): Kim Hill
Mailing address: 4433 Bougainvillea Dr
Phone: 954.294.7424 Mobile phone: same
Evening phone: same Fax: n/a
Email: welcomecommunity@comcast.net

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: Kim Hill Company Name:
Business Address: same as above Company Email:
Phone Office: 954.776.5530 Phone Mobile: 954.294.7424

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:

The Plazas cleared of trash by Easter morning. Advertising posters in buoys and on the street marquee at least 3 days prior to the event, if possible.

STATEMENT OF BENEFIT

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

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

(Insert here or denote if attached)

Please see attached cover letter

FEES

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

YES NO

If yes, provide details: \$20 for outside vendors; \$25 inside vendor

SOUND SYSTEMS

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

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

No Proposed amplified sound/speaker system: Small portable amplifier/speaker system and mics

No Proposed live music: List genre, type, ambiance: Traditional church choir

No Planned recorded music

No Do you require electrical connections for any of the above? Please give details:

CLEAN EVENT STANDARDS

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

We remove our own trash and recycling on the church property

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: LBTS Community Church-

Name:

Email:

Same address//phone/email
as above

Address:

Daytime phone:

Mobile phone:

TENTS, CANOPIES, STAGES, BLEACHERS

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

A canopy is a tent without sides.

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

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

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

The Town of Lauderdale-By-The-Sea
Special Event Application

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

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

UTILITIES

*** A few vendors bring their own 8x8 canopy

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

May we request an electrical outlet for the sound system in the Pavilion be turned on?

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:

N/A Electrical power: 120 v/20 amp amplifier/speakers and microphones

N/A Water:

1 Gas, propane, BBQ grills, generators:

propane tank for Church BBQ grill

N/A Fuel Storage:

SIGNAGE

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

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

Are you requesting permission to erect signage for this Event?

☒ YES ☐ NO

For each sign please provide:

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

We will be posting 3 sandwich signs on the day of the event: 1 at the point of our property at Poinciana and Bougainvillea, and one on the East side of the Fellowship Hall and one on the West side of the Fellowship Hall.

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: 4
(Show on Site Plan)

These are located in the Church building

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:

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

Note: We are making contact with the Broward Sheriff's Office to arrange traffic assistance

The Town of Lauderdale-By-The-Sea
Special Event Application

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

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

OFF DUTY POLICE/CODE COMPLIANCE OFFICERS

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

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

N/A -- Churches are exempt YES ☒ NO

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

Is the food free of charge _____ or for sale X (church table only)

Do all food vendors have a temporary food service permit?

YES ☒ NO N/A for Church

Please list the types of food that will be served: Hot Dogs/Hamburgers/chips/baked goods

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

Charcoal Grills _____	Sterno _____	Fryers _____	Open fires _____
Propane Grills <u>x</u>	Refrigerators <u>x</u>	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 N/A

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
Vendors vary from month to month		

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:

vendors sell clothing, jewelry, nick-nacks, furniture, housewares and collectibles

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 FJPH

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 FJPH

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 7 am and the area will be cleaned and open by 4 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 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): <i>[Signature]</i> (Same as Property Owner) Date <u>October 14, 2022</u>	Property Owner's Signature (required): <i>[Signature]</i> Date: <u>16 October 2022</u>
Applicant's (Print information below) Name: Title: Organization: Telephone: Mobile: Email:	Property Owner's (Print information below) Name: Fred Powell-Haig Title: Pastor/Moderator of Session Organization: Community Church of LBTS Telephone: 954.776.5530 Mobile: Email: pastor@lbtscc.org
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 <u>Deborah Sadriwalla</u> who is personally known to me/provided <u>None</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 <u>Deborah Sadriwalla</u> who is personally known to me/provided <u>None</u> as identification and who did/did not take an oath.
My Commission Expires: <u>10/16/22</u>	My Commission Expires: <u>10/16/22</u>
Notary Public, State of Florida DEBORAH SADRIWALLA Notary Public - State of Florida Commission # GG 926619 My Comm. Expires Nov 15, 2023 Bonded through National Notary Assn.	Notary Public, State of Florida DEBORAH SADRIWALLA Notary Public - State of Florida Commission # GG 926619 My Comm. Expires Nov 15, 2023 Bonded through National Notary Assn.

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.*

Please see attached Site Plan

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.

Fred J. Powell-Haig

October 14, 2022

Applicant's Signature (required)

Date

Rev. Fred J Powell-Haig, Pastor, Community Church (PCUSA), LBTS

954.776.5530

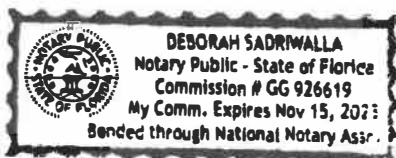
Applicant's Printed Name and Title/Organization

Telephone Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

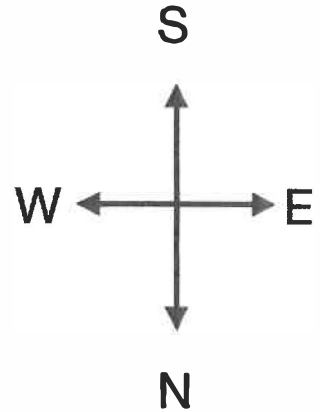
SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida,
by *Desorah Sadrwalla* who is personally known to me/provided
10/16/22 as identification and who ~~did~~ did not take an oath.

Desorah Sadrwalla
Notary Public, State of Florida
My Commission Expires:





Community Flea Market Site Plan



The Community Church *(PCUSA)*

4433 Bougainvillea Drive

Lauderdale-By-The-Sea, Florida 33308

Monday, October 17, 2022

Community Church Monthly Flea Market **STATEMENT OF BENEFIT**

Dear Friends of the LBTS Town Commission,

Since before the Covid pandemic, Community Church has been looking for fresh ways to meet the needs of our community and to better interact with our neighbors, and creative ways to invite residents and visitors into our space. Providing a monthly venue during the cooler months of the year for local folks to share their crafts, their surplus household items, antique and vintage collectibles has become a fun and exciting event for our church and for those in our wider community.

The nice thing about this once monthly affair on the First Saturday of the month is that it complements the existing Sunday Farmer's Market and attracts new folks to the restaurants, shops and attractions of our downtown as well.

We thank you for your continued support and would also like to request that the fees for the application be waived, since we're a community non-profit and a registered 501(c)(3) entity.

Grace and peace,

Fred J Powell-Haig
Rev'd Fred J Powell-Haig



Town Commission Agenda Item Report

Meeting Date: September 28, 2022

Submitted by: Jhanelle Campbell, Director of Development Services

Submitting Department: Development Services

Item Type: Ordinance

Agenda Section: Ordinances, 2nd Reading

Subject Title: Ordinance 2022-08 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS;" ARTICLE V "ZONING;" SECTION 30-313 "GENERAL PROVISIONS" TO MODIFY REGULATIONS RELATED TO ROOFTOP PLACEMENT OF EQUIPMENT ON ANY PROPERTY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE (**Exhibit 1**).

Explanation: At its July 26th meeting, the Town Commission directed Staff to review potential changes to the Town of Lauderdale-By-The Sea Code of Ordinances (the "Town Code") regarding the placement of equipment on rooftops. The Town's Code currently prohibits the placement of mechanical and plumbing equipment as well as generators on the rooftop of any property. The proposed changes update standards and requirements as outlined in the Town's "General Provisions" of the Code. The recommended changes are included in **Table 1** below.

Review: Staff has prepared Ordinance 2022-08 (**Exhibit 1**) to incorporate the recommended changes. The proposed changes were also reviewed with the Town Attorney and Town Engineer where applicable.

Table 1

Issue	Ordinance Requirement	Ordinance Line Number
Mechanical equipment placement	Update language regarding the placement of mechanical equipment on the roof of any property.	44, 47
Scrivener's error	Update the date of effectiveness for the requirement to screen mechanical equipment from the public right of way.	55
Temporary Generators	Update language to allow the placement of generators on the roof of any property.	64

Staff presented this item to the Town Commission at its September 28 meeting. The Commission recommended approval of the proposed Ordinance at first reading with a vote of 5-0.

Recommendation: Staff recommends that the Town Commission approve Ordinance 2022-08 on second reading.

Attachments:

Ex. 1 Ordinance 2022-08 Mechanical Equipment

Reviewed by Town Attorney:

☐	Yes	☒	No
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File: R:\0 Agenda\Commission Agendas 2022\10-25-22\Development Services\Ord 2022-08 Mechanical Second Reading\AM Town Commission Report Ordinance 2022-08 Mechanical Equipment- Second Reading.docx

Ordinance 2022-08

1 **AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-**
2 **THE-SEA, FLORIDA AMENDING CHAPTER 30 “UNIFIED**
3 **LAND DEVELOPMENT REGULATIONS;” ARTICLE V**
4 **“ZONING;” SECTION 30-313 “GENERAL PROVISIONS”**
5 **TO MODIFY REGULATIONS RELATED TO ROOFTOP**
6 **PLACEMENT OF EQUIPMENT ON ANY PROPERTY;**
7 **PROVIDING FOR CODIFICATION, SEVERABILITY,**
8 **CONFLICTS, AND FOR AN EFFECTIVE DATE.**

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

12 **WHEREAS**, the Town Commission desires to update the Land Development Code to
13 expand the locations where temporary generators and air conditioning/plumbing equipment can be
14 located on any property in Town; and

15 **WHEREAS**, the Planning and Zoning Board, sitting as the Local Planning Agency, has
16 reviewed the contents of this Ordinance at a duly noticed public hearing on August 22, 2022, and
17 recommended the amendments be approved; and

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

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

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

SECTION 2. Amendment. Chapter 30 “Unified Land Development Regulations;”
Section 30-313 “General provisions” of the Town Code of Ordinances, are hereby amended as
follows¹:

Chapter 30 - UNIFIED LAND DEVELOPMENT REGULATIONS

ARTICLE V. – ZONING

DIVISION 2.- DISTRICTS

SUBDIVISION Q. -Supplemental Regulations

Sec. 30-313. General provisions.

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

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

- a. Be within five feet of the adjacent property line;
- b. Exceed six feet high above grade unless installed on a roof;

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

49 c. Exceed eight feet in length; or

50 d. Occupy more than 40 square feet of the property.

51 For properties which contain legal nonconforming mechanical ~~and~~ or plumbing equipment
52 located within a setback area less than five feet from the adjacent property line and installed
53 prior to March 25, 2003, such equipment may be replaced or relocated. However, in no
54 case may the equipment be located within a setback area less than three feet eight inches
55 from the adjacent property line.

56 (2) *Screening*. Equipment installed after November 10, 2020, shall be completely
57 screened from the public right-of-way and adjacent properties.

58 ***

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

61 (1) *Temporary generators*. No more than two temporary emergency power generators
62 or one construction generator may be utilized by each single dwelling unit subject
63 to the following:

64 a. Temporary emergency power generators shall:

65 1. Be located:

66 (i) On the roof or the ground.

67 (ii) In such a way that the exhaust is, as much as practically feasible,
68 vented upwards and directed away from neighboring properties.

69 (iii) In the front yard or at least five feet from the side or rear property
70 lines.

(iv) On the property in such a way as to have the least noise impact to the neighbors.

(v) In an area completely screened from the public right-of-way and adjacent properties when not in use.

2. Not be stored on trailers except following the declaration of a state of emergency by the Governor and all trailers must be removed no more than seven days after the power has been restored unless stored within a fully enclosed building.

3. Be utilized only during periods of power outages, periods of power reductions resulting from the exercise of utility load control programs or for periodic testing and necessary maintenance operation and shall not be used to return power back to a power company.

4. Be operated for routine testing and maintenance purposes not more than one time in any seven-day period and no test shall exceed 30 minutes or occur before 8:00 a.m. or after 5:30 p.m. There shall be no testing on legal holidays or Sundays.

5. Where a single generator is operating, the generator shall not, at any time or for any purpose, exceed 70 decibels when measured 25 feet in any direction from the generator. When two generators are operating on the same property at the same time, they shall, collectively, not exceed 75 decibels when measured 25 feet in any direction from the generator(s).

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 said conflict.

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

Passed on the first reading, this 28th day of September, 2022.

Passed and adopted on the second reading, this ____ day of _____, 2022.

MAYOR CHRIS VINCENT

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

ATTEST:

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Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: October 25, 2022

Submitted By: Katie Anderson, Special Events & Marketing Coordinator

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: Resolutions

Subject Title: Resolution 2022-48: A Resolution of the Town Commission of the Town of Lauderdale-By-The-Sea, Florida, approving the Town of Lauderdale-By-The-Sea's Community Shuttle Program Title VI Plan for submittal to the Federal Transit Administration (**Exhibit 1**).

Explanation: The Title VI Civil Rights Act prohibits discrimination based on race, color, or national origin in any program or activity that receives Federal funds or other Federal financial assistance.

Our Community Shuttle Program, administered through Broward County Transit (BCT), receives Federal funding assistance and therefore is required to have a Title VI plan that is updated every three years. The Title VI Plan outlines the policies in place that demonstrate how the Community Shuttle Program adheres to the Title VI Civil Rights Act, the procedures enacted if any person feels the Program has violated Title VI, as well as the population data provided by BCT that dictates the languages needed to be featured throughout Shuttle communications.

The Town's original Title VI Plan was approved at the October 9, 2018 Commission meeting. Per our interlocal agreement with BCT, we have prepared an updated plan for the Commission's consideration. The proposed amendments included updates to our population data and corrections to outdated and incomplete language. BCT has reviewed and approved the proposed 2022 Title VI Plan for Lauderdale-By-The-Sea (**Exhibit 2**).

Recommendation: Approve Resolution 2022-48 which adopts the Title VI Plan for the Town.

Exhibits: Ex. 1 Resolution 2022-48 Community Shuttle Title VI Plan
Ex. 2 2022 BCT Title VI Plan

RESOLUTION 2022-48

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA,
APPROVING THE TOWN OF LAUDERDALE-BY-THE-
SEA’S COMMUNITY SHUTTLE PROGRAM TITLE VI
PLAN FOR SUBMITTAL TO THE FEDERAL TRANSIT
ADMINISTRATION; PROVIDING FOR CONFLICT AND
FOR AN EFFECTIVE DATE.**

WHEREAS, on October 9, 2018, the Town of Lauderdale-By-The-Sea (“Town”) Commission adopted for implementation a Community Shuttle Program Title VI Plan (“Title VI Plan”) which demonstrates that no transit program or service provided by the Town discriminates toward any demographic of the population served by that program or service; and

WHEREAS, as a sub-recipient of Federal Transit Administration (“FTA”) funding, the Town was required to prepare and implement a Title VI Plan, which it is required to update every three years; and

WHEREAS, staff updated the Town’s plan, and Broward County Transit has reviewed and approved the Town’s updated Title VI Plan; and

WHEREAS, the Town Commission has deemed it to be in the best interest of the Town to approve the Town’s Title VI Plan as set forth in the attached Exhibit “3.”

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

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

Section 2. The Town Commission hereby approves the Town of Lauderdale-By-The-Sea’s Title VI Plan, attached hereto as Exhibit “3,” for submission to the Federal Transit Administration, and authorizes staff to submit the necessary documentation to the FTA.

Section 3. That the appropriate Town officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

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

36 **Section 5.** This Resolution shall become effective immediately upon its
37 passage and adoption.

38

PASSED AND ADOPTED at a public hearing by the Town Commission of the Town of
Lauderdale-By-The-Sea, Florida this _____ day of October, 2022.

MAYOR CHRIS VINCENT

Attest:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

Exhibit 2

Community Shuttle Program Title VI Plan



Date Adopted: Month / Day / Year

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1.0 Title VI/Nondiscrimination Policy Statement and Management Commitment to Title VI Plan

49 CFR Part 21.7(a): Every application for Federal financial assistance to which this part applies shall contain, or be accompanied by, an assurance that the program will be conducted or the facility operated in compliance with all requirements imposed or pursuant to [49 CFR Part 21].

The Lauderdale-By-The-Sea Community Shuttle Program assures the Florida Department of Transportation (FDOT) that no person shall on the basis of race, color, national origin, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by the Town.

The Lauderdale-By-The-Sea Community Shuttle Program further agrees to the following responsibilities with respect to its programs and activities:

- Designate a Title VI Liaison that has a responsible position within the organization and access to the recipient's Chief
- Executive Officer or authorized representative.
- Issue a policy statement signed by the Town Manager which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated to the general public and distributed to the Town staff. Such information shall be published where appropriate in language other than English.
- Insert the clauses of Section 4.5 of this plan into every contract subject to the Acts and the Regulations.
- Develop a complaint process and attempt to resolve complaints of discrimination against the Lauderdale-By-The-Sea Community Shuttle Program.
- Participate in training offered on the Title VI and other nondiscrimination requirements.
- If reviewed by FDOT or any other state or federal regulatory agency, take affirmative actions to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) days.
- Have a process to collect racial and ethnic data on persons impacted by the Town's Community Shuttle service programs.
- Submit the information required by the Federal Transit Authority (FTA) Circular 4702.1B to the primary recipients (refer to Appendix A of this plan)

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the Town.

Date: _____, 2022

Linda Connors
Town Manager, Lauderdale-By-The-Sea

2.0 Introduction & Description of Services

Lauderdale-By-The-Sea submits this Title VI Plan in compliance with Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and the guidelines of the Federal Transportation Administration (FTA) Circular 4702.1B, published October 1, 2012.

The Lauderdale-By-The-Sea is a sub-recipient of FTA funds and provides bus service in Lauderdale-By-The-Sea and portions of Fort Lauderdale, Sea Ranch Lakes, and Pompano Beach. A description of the current The Lauderdale- By-The-Sea Community Shuttle Program is provided in 2.01.

The Lauderdale-By-The-Sea Community Shuttle Program's liaisons for Title VI issues and complaints within the organization are:

Title VI Liaison
Debbie Hime
Marketing & Special Events Manager
954-640-4205

Alternate Title VI Contact
Lucila Lang
Finance Director
954-640-4206

Key responsibilities of the Title VI Liaison include:

- Maintain knowledge of Title VI requirements.
- Attend training on Title VI and other nondiscrimination authorities when offered by FDOT or any other regulatory agency.
- Disseminate Title VI information to the public including in languages other than English, when necessary.
- Develop a process to collect data related to race, gender and national origin of service area population to ensure low income, minorities, and other underserved groups are included and not discriminated against.
- Implement procedures for the prompt processing of Title VI complaints.

2.0.1 Introduction and Description of Services

The Lauderdale-By-The-Sea Community Shuttle Program's current and long-term focus as a transportation provider is on maintaining the best-coordinated transportation system possible for this community. Our goal is to create a coordinated system with the objective of providing safe, reliable, timely and efficient transportation services to county residents.

The Lauderdale-By-The-Sea Community Shuttle Program is provided by the Town of Lauderdale-By-The-Sea, which is a local government, non-profit organization. The Town is made up of 36 full-time employees, 2 part-time employees, and 6 volunteers. The Town Manager is responsible for all of the day-to-day operations of the organization and reports directly to our Town Commission. The Town Commission is committed to this program and has, therefore, incorporated our service within the County's Public Transportation Program.

The Lauderdale-By-The-Sea Community Shuttle Program is in partnership with Broward County Transit (BCT). Services are provided in accordance with an Interlocal Agreement between the Town of Lauderdale-By-The-Sea and BCT, which includes an Operations Manual/System Safety/Security Program and its Transportation Disadvantaged Service Plan (TDSP). The Town of Lauderdale-By-The-

Sea Community Shuttle Program was operating at the previous year (2019) averaging 3, 464 annual service hours (assuming 357 operating days).

Due to the Covid-19 pandemic, the Town began operating on an approved, modified schedule beginning in 2020 averaging 2,592.5 annual service hours (assuming 305 operating days). Town is currently operating on this existing schedule.

The Lauderdale-By-The-Sea Community Shuttle Program is provided by the Town of Lauderdale-By-The-Sea, which operates as a local government, non-profit organization. Lauderdale-By-The-Sea has an executed agreement with BTC signed by the County on October 2, 2019.

The Lauderdale-By-The-Sea Community Shuttle Program's Title VI Plan Liaison is responsible for monitoring and management of our transportation program. BCT performs onsite reviews to assure LBTS third party contractor maintains all safety sensitive employees are required to complete FDOT approved safety and security training course as part of their new hire orientation. Town's third-party contractor is responsible for all training. All new employees are also required to complete eighty (80) hours of on-the-road drivers' training, which includes riding with a training driver, behind-the-wheel training, and training on proper use of wheelchair lifts and securement devices. The Title VI Liaison is responsible for annual renewal of all liability insurance for both FDOT and all vehicles used in the program, as well as vehicle registration renewal. It is the Title VI Liaison's responsibility to administer all aspects of the transportation program.

Maintenance on the Town's one community shuttle is provided by Limousines of South Florida (LSF). LSF employs only ASE certified technicians with experience in working on commercial passenger vehicles like the type our Town uses. All vehicle files and driver files are kept on-site at LSF operations base located at 2000 North State Road 7 Lauderdale Lakes, FL 33313 and are maintained by LSF. All records are maintained and retained for a minimum of four (4) years. Only employees of Limousines of South Florida that have completed all of the required safety and drivers training requirements will be allowed to drive the community shuttle.

Town has 38 employees, but our transportation contractor, Limousines of South Florida (LSF) has a total of two hundred seventy-five (275) employees that include: two hundred twenty (220) full-time drivers, seven (7) part time drivers, twelve (12) administrators, and fifteen (15) support staff.

Transportation services provided through our Community Shuttle program are available to our residents and visitors who depend on the bus as their primary mode of transportation. Our program primarily enables elders to remain independent and in their homes for a longer period of time. Without the transportation services, many of the seniors would be isolated and unable to access community services to meet their basic needs. We provide a wide range of trip purposes that include: medical, nutrition, shopping, employment, social and recreation by incorporating stops such as at grocery stores, Town Hall, and downtown entertainment and dining. The route also provides service to a branch library, a regional hospital and related doctors' offices outside of Town's boundaries.

Our fleet includes one twenty (20) foot bus which is equipped for wheelchair service: Champion Defender Ford--F550—7.3 L---28' ---seated 18---standing capacity 9---maximum load factor 1.5.

Our contracted provider (LSF) supplements with another vehicle in their fleet when the bus requires servicing. We make 8 passenger trips per weekday, 8 passenger trips on Saturday, and none on Sunday, and leverage our fleet resources so that our vehicle is used in a responsible manner to provide full coverage and will retire the vehicle at the appropriate age and mileage.

2.1 First Time Applicant Requirements

FTA Circular 4702.1B, Chapter III, Paragraph 3: Entities applying for FTA funding for the first time shall provide information regarding their Title VI compliance history if they have previously received funding from another Federal agency.

The Lauderdale-By-The-Sea is not a first time applicant for FTA/FDOT funding.

The following is a summary of the Lauderdale-By-The-Sea Community Shuttle Program's current and pending federal and state transportation funding:

Broward County Transit pays Lauderdale-By-The-Sea Forty four Dollars (\$44.00) per Revenue Service Hour as financial assistance for the Lauderdale-By-The-Sea Community Shuttle Service.

During the previous three years, FDOT did not complete a Title VI compliance review of The Lauderdale-By-The-Sea Community Shuttle Program. The Lauderdale-By-The-Sea Community Shuttle Program has not been found to be in noncompliance with any civil rights requirements.

2.2 Annual Certifications and Assurances

FTA Circular 4702.1B, Chapter III, Paragraph 2: Every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with the Title VI regulations.

The Lauderdale-By-The-Sea Community Shuttle Program will remain in compliance with this requirement by annual submission of certifications and assurances as required by [FDOT] and/or Broward County Transit.

2.3 Title VI Plan Concurrence and Adoption

The Plan was approved and adopted by Lauderdale-By-The-Sea's Town Commission during a meeting held on _____. A copy of the meeting minutes and FDOT concurrence letter is included in Appendix C of this Plan.

This Title VI Plan received FCOT concurrence on _____, 2022.

3.0 Title VI Notice to the Public

FTA Circular 4702.1B, Chapter III, Paragraph 5: Title 49 CFR 21.9(d) requires recipients to provide information to the public regarding the recipient's obligations under DOT's Title VI regulations and apprise members of the public of the protections against discrimination afforded to them by Title VI.

3.1 Notice to the Public

The Lauderdale-By-The-Sea hereby gives public notice that it is the policy of the Town of Lauderdale-By-The-Sea to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. It is our policy that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of or be otherwise subjected to discrimination under any of our programs or activities.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint and/or obtain a complaint form by contacting Broward County Transit (BCT) at (954) 357-8481, TTY (954) 357-8302, or by visiting BCT's website at <http://www.broward.org/BCT/Pages/TitleVI.aspx>, or in writing to the Broward County Transportation Department, Transit Manager - Compliance, 1 North University Drive, 3100A, Plantation, FL 33324. Any such complaint must be filed in writing within one hundred-eighty (180) days following the date of the alleged discriminatory action.

The notice will be translated into other languages, as necessary.

Notifying the Public of Rights Under Title VI

Lauderdale-By-The-Sea Community Shuttle Program

- The Lauderdale-By-The-Sea Community Shuttle Program operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Broward County Transit.
- For more information on The Lauderdale-By-The-Sea Community Shuttle Program's civil rights program, contact 954-640-4200, (TTY 7-1-1); email debbieh@lbts-fl.gov; or visit our administrative office at 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308. For more information, visit [Pelican Hopper Shuttle | Lauderdale-By-The-Sea, FL \(lauderdalebythesea-fl.gov\)](#) or [How to Get to Lauderdale-By-The-Sea FL | Nearest Airport | Parking | Other Transportation | Lauderdale By The Sea \(discoverlbts.com\)](#).
- For more information on Title VI procedures, to file a complaint and/or obtain a complaint form contact Broward County Transit (BCT) at (954) 357-8481, TTY (954) 357-8302, or visit BCT's website at <http://www.broward.org/BCT/Pages/TitleVI.aspx>. You may also request information in writing

to the Broward County Transportation Department, Transit Manager - Compliance, 1 North University Drive, 3100A, Plantation, FL 33324.

- If information is needed in another language, contact (954) 357-8481, TTY (954) 357-8302.

3.2 Notice Posting Locations

The Notice to Public will be posted at many locations to apprise the public of the Lauderdale-By-The-Sea Community Shuttle Program's obligations under Title VI and to inform them of the protections afforded them under Title VI. At a minimum, the notice will be posted in public areas of the Lauderdale-By-The-Sea Community Shuttle Program's office(s) including the reception desk and meeting rooms, and on the Lauderdale-By-The-Sea's website at lbts-fl.gov. Additionally, the Lauderdale-By-The-Sea Community Shuttle Program will provide notice at Town Hall and on transit vehicles. Our Program's office(s) is Town Hall.

4.0 Title VI Procedures and Compliance

FTA Circular 4702.1B, Chapter III, Paragraph 6: All recipients shall develop procedures for investigating and tracking Title VI complaints filed against them and make those procedures available to the public.

In accordance with the Interlocal Agreement with Broward County Transit on Oct 02, 2019, the Town will use BCT's Complaint Process, Form and Procedures.

4.1 Complaint Procedure

A copy of the complaint procedure can be obtained at Broward County Transit's website at <http://www.broward.org/BCT/Pages/TitleVI.aspx>.

4.2 Complaint Form

A copy of the complaint form is provided in Appendix C and on Broward County Transit's website at <http://www.broward.org/BCT/Pages/TitleVI.aspx>.

4.3 Record Retention and Reporting

The Lauderdale-By-The-Sea Community Shuttle Program will submit Title VI Plans to FDOT and BCT for review and concurrence on an annual basis or any time a major change in the Plan occurs or upon request. Lauderdale-By-The-Sea will submit Title VI Plan to FDOT for concurrence on an annual basis or any time a major change in the Plan occurs.

Compliance records and all Title VI related documents will be retained for a minimum of three (3) years and reported to all primary recipients annually, as needed.

4.4 Sub-recipient Assistance and Monitoring

As a subcontractor to FDOT, The Lauderdale-By-The-Sea Community Shuttle Program utilizes the subcontractor assistance and monitoring provided by FDOT, as needed. The Lauderdale-By-The-Sea Community Shuttle Program does not have any subcontractors. In the future, if The Lauderdale-By-The-Sea Community Shuttle Program has subcontractors, it will provide assistance and monitoring as required by FTA Circular 4702.1B.]

4.5 Contractors and Subcontractors

Lauderdale-By-The-Sea is responsible for ensuring that contractors are in compliance with Title VI requirements. Contractors may not discriminate in the selection and retention of any subcontractors. Subcontractors also may not discriminate in the selection and retention of any subcontractors.

The Town of Lauderdale-By-The-Sea, its contractors, and subcontractors may not discriminate in their employment practices in connection with federally assisted projects.

Contractors and subcontractors are not required to prepare or submit a Title VI Plan. However, the following nondiscrimination clauses will be inserted into every contract with contractors and subcontractors subject to Title VI regulations.

Nondiscrimination Clauses

During the performance of a contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") must agree to the following clauses:

1. **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the subcontractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, or national origin, age, disability, religious or family status.
4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit*

Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Lauderdale-By-The-Sea shall impose contract sanctions as appropriate, including, but not limited to:
 - a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b) cancellation, termination or suspension of the contract, in whole or in part.

Disadvantaged Business Enterprise (DBE) Policy

As a part of the Joint Participation Agreement (JPA) with FDOT, The Lauderdale-By-The-Sea Community Shuttle Program and its contractors and subcontractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the opportunity to participate in the performance of contracts. Lauderdale-By-The-Sea and its contractor and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the performance of any contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy as the recipient deems appropriate.

E-Verify

As a part of the JPA with FDOT, vendors and contractors of The Lauderdale-By-The-Sea Community Shuttle Program shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the vendor or contractor while contracted with The Lauderdale-By-The-Sea Community Shuttle Program. Additionally, vendors and contractors shall expressly require any subcontractors performing work or providing services for The Lauderdale-By-The-Sea Community Shuttle Program to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor while working for The Lauderdale-By-The-Sea Community Shuttle Program.

5.0 Title VI Investigations, Complaints, and Lawsuits

FTA Circular 4702.1B, Chapter III, Paragraph 7: In order to comply with the reporting requirements of 49 CFR 21.9(b), FTA requires all recipients to prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin: active investigations....; lawsuits, and complaints naming the recipient.

In accordance with 49 CFR 21.9(b), Lauderdale-By-The-Sea will record and report any investigations, complaints, or lawsuits involving allegations of discrimination. The records of these events shall include, the date the investigation, lawsuit, or complaint was filed; summary of the allegations; the status of the

investigation, lawsuit, or complaint; and actions taken by the Lauderdale-By-The-Sea Community Shuttle Program in response; and final findings related to the investigation, lawsuit, or complaint.

The Lauderdale-By-The-Sea Community Shuttle Program has had no investigations, complaints, or lawsuits involving allegations of discrimination on the basis of race, color, or national origin over the past three (3) years.

6.0 Public Participation Plan

FTA Circular 4702.1B, Chapter III, Paragraph 4.a.4: Every Title VI Plan shall include the following information: A public participation plan that includes an outreach plan to engage minority and limited English proficient populations, as well as a summary of outreach efforts made since the last Title VI Plan submission. A recipient's targeted public participation plan of minority populations may be part of efforts that extend more broadly to include constituencies that are traditionally underserved, such as people with disabilities, low-income populations, and others.

The Public Participation Plan (PPP) for the Lauderdale-By-The-Sea Community Shuttle Program was developed to ensure that all members of the public, including minorities and Limited English Proficient (LEP) populations, are encouraged to participate in the decision-making process for the Lauderdale-By-The-Sea Community Shuttle Program service operations. Policy and service delivery decisions need to take into consideration community sentiment and public opinion based upon well-executed outreach efforts. The public outreach strategies described in the PPP are designed to provide the public with effective access to information about the Lauderdale-By-The-Sea Community Shuttle Program services and to provide a variety of efficient and convenient methods for receiving and considering public comment prior to implementing changes to services. The PPP is included as Appendix F to this Title VI Program.

The Lauderdale-By-The Sea Community Shuttle Program is required to submit a summary of public outreach efforts made over the last three (3) years. The following is a list and short description of The Lauderdale-By- The-Sea Community Shuttle Program's recent, current, and planned outreach activities.

Various public meetings were held to review the proposed route, with fliers posted on the bus, in Town Hall, on the Jarvis Hall meeting room doors, as well as on the LBTS-fl.gov website:

- On March 25, 2019, Town held a public input meeting where members of the public were able to share feedback and / or their support of the route changes.
- On April 23, 2019, public notice was given and the new route presented to the Commission.
- On September 12, 2019 a commission meeting was held during which time a presentation was given regarding the new shuttle, upcoming route changes, related marketing of the route, and an overview of the new ILA inclusive of the penny surtax. A suggestion was made by a resident to keep the Saturday route to Holy Cross Hospital, from which a revision was made.
- On September 26, 2019, Commission approved a resolution to authorize the new five-year Broward County ILA.
- The Town of Lauderdale-By-The-Sea provides a paperless option for those residents who take advantage of the internet by placing transit information on the Town's website.
- The Town utilizes the TSO Mobile app which is updated with any changes or service interruptions.

- On a continuous basis, anyone who calls the Town or visits the Town’s website has an opportunity to learn more about the transit program.

Public Participation Goals

The main goal of the PPP is to offer meaningful opportunities for all interested segments of the public, including, but not limited to, low-income, minority and LEP groups, to comment, about The Lauderdale-By-The Sea Community Shuttle Program and its operations. The goals for this PPP include:

- **Inclusion and Diversity:** The Lauderdale-By-The Sea Community will proactively reach out and engage low-income, minority, and LEP populations for the Town’s service area so these groups will have an opportunity to participate.
- **Accessibility:** All legal requirements for accessibility will be met. Efforts will be made to enhance the accessibility of the public’s participation – physically, geographically, temporally, linguistically and culturally.
- **Clarity and Relevance:** Issues will be framed in public meetings in such a way that the significance and potential effect of proposed decisions is understood by participants. Proposed adjustments to fares or services will be described in language that is clear and easy to understand.
- **Responsive:** The Town will strive to respond to and incorporate, when possible, appropriate public comments into transportation decisions.
- **Tailored:** Public participation methods will be tailored to match local and cultural preferences as much as possible.
- **Flexible:** The public participation process will accommodate participation in a variety of ways and will be adjusted over time as needed.

Public Participation Methods

The methods of public participation included in this PPP were developed based upon best practices in conjunction with the needs and capabilities of The Lauderdale-By-The Sea Community and intends to achieve meaningful public participation by a variety of methods with respect to service and any changes to service. The Lauderdale-By-The Sea will conduct community meetings and listening sessions as appropriate with passengers, employers, community-based organizations, and advisory committees to gather public input and distribute information about service quality, proposed changes or new service options.

The public will be invited to provide feedback on the Lauderdale-By-The Sea website (www.lbts-fl.gov) and all feedback on the site will be recorded and passed on to Lauderdale-By-The Sea management. Feedback collected over the phone will be recorded and passed on to Lauderdale-By-The Sea management. Formal customer surveys to measure performance, and listening sessions to solicit input, will be conducted periodically.

Meeting formats will be tailored to help achieve specific public participation goals that vary by project or the nature of the proposed adjustment of service. Some meetings will be designed to share information and

answer questions. Some will be designed to engage the public in providing input, establishing priorities, and helping to achieve consensus on a specific recommendation. In each case, an agenda for the meetings will be created that work to achieve the stated goals and is relevant to the subject and not overwhelming for the public.

For all public meetings, the venue will be a facility that is accessible for persons with disabilities and, preferably, is served by public transit. If a series of meetings are scheduled on a topic, different meeting locations may be used, since no one location is usually convenient to all participants.

For community meetings and other important information, Lauderdale-By-The Sea will use a variety of means to make riders and citizens aware, including some or all of the following methods:

- In-vehicle advertisement
- Posters or flyers at Town Hall
- Posting information on the website, press releases and briefings to media outlets
- Multilingual flyer distribution to community-based organizations, particularly those that target LEP populations
- Other methods required by local or state laws or agreements

All information and materials communicating proposed and actual service adjustments will be provided in English and any other language that meets the “safe harbor” criteria.

7.0 Language Assistance Plan

FTA Circular 4702.1B, Chapter III, Paragraph 9: Recipients shall take reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of their programs and activities for individuals who are limited English proficient (LEP).

The Lauderdale-By-The-Sea Community Shuttle Program operates a Community Shuttle service within Lauderdale-By-The-Sea and portions of Fort Lauderdale, Sea Ranch Lakes, and Pompano Beach.

The Language Assistance Plan (LAP) has been prepared to address the Lauderdale-By-The-Sea Community Shuttle Program’s responsibilities as they relate to the needs of individuals with Limited English Proficiency (LEP). Individuals, who have a limited ability to read, write, speak or understand English are LEP.

In the Lauderdale-By-The-Sea Community Shuttle Program service area there are 2,665 residents or 6% who describe themselves as not able to communicate in English very well (Source: US Census). The Lauderdale-By- The-Sea Community Shuttle Program is federally mandated (Executive Order 13166) to take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of its programs and activities for individuals who are LEP. The Lauderdale-By-The-Sea Community Shuttle Program has utilized the U.S. Department of Transportation (DOT) LEP Guidance Handbook and performed a four-factor analysis to develop its LAP. The LAP is included in this Title VI Plan as Appendix E.

8.0 Transit Planning and Advisory Bodies

FTA Circular 4702.1B, Chapter III, Paragraph 10: Recipients that have transit-related, non-elected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees.

The Lauderdale-By-The-Sea Community Shuttle Program does not have an elected transit-related committee or board, therefore this provision does not apply.

9.0 Title VI Equity Analysis

FTA Circular 4702.1B, Chapter III, Paragraph 4.a.8: If the recipient has constructed a facility, such as vehicle storage, maintenance facility, operation center, etc., the recipient shall include a copy of the Title VI equity analysis conducted during the planning stage with regard to the location of the facility.

The Lauderdale-By-The-Sea Community Shuttle Program has not recently constructed any facilities nor does it currently have any facilities in the planning stage. Therefore, the Lauderdale-By-The-Sea Community Shuttle Program does not have any Title VI Equity Analysis reports to submit with this Plan. The Lauderdale-By-The-Sea Community Shuttle Program will utilize the demographic maps included in Appendix I for future Title VI analysis.

10.0 System-Wide Service Standards and Service Policies

FTA Circular 4702.1B, Chapter III, Paragraph 10: All fixed route transit providers shall set service standards and policies for each specific fixed route mode of service they provide.

The Lauderdale-By-The-Sea Community Shuttle Program is a fixed route service provider, which operates one fixed Community Shuttle route.

The Lauderdale-By-The-Sea Community Shuttle Program has adopted the following system-wide standards and policies to ensure service design and operations practices do not result in discrimination on the basis of race, color, or national origin. Service policies differ from service standards in that they are not necessarily based on a quantitative threshold.

10.1 Service Standards

FTA requires that all fixed route transit providers develop quantitative standards for all fixed route modes of operation for the following indicators. The Lauderdale-By-The-Sea Community Shuttle Program has prepared standards for all modes it operates, which includes one twenty-five foot (25') mini bus that is wheelchair accessible.

10.1 SERVICE STANDARDS	
Type	Standard Description
Vehicle Load	1.5 capacity ratio for all vehicles.
Vehicle Headway-Weekday	Bus #1915 Monday - Thursday headway varies from 35 to 50 minutes from 9:00 a.m. – 5:25 p.m.
Vehicle Headway-Weekday	Bus #1915 Friday headways vary from 35 to 75 minutes from 9:00 a.m. – 5:25 p.m.
Vehicle Headway-Saturday	Bus #1915 Saturday headways vary from 35 to 50 minutes from 9:00 a.m. – 5:25 p.m.
Vehicle Headway-Sunday	Bus #1915 does not currently operate on Sundays
On-Time Performance	80% On-Time Performance is expected of Community Shuttle routes. On time is defined based on departures of zero (0) minutes early to five (5) minutes late.
Service Availability	Community Shuttle routes operate to complement BROWARD COUNTY'S (COUNTY) local, breeze, express, and paratransit services. To the greatest extent possible the Community Shuttle will fill gaps in COUNTY service coverage and offer local circulation to neighborhood destinations.
10.2 SERVICE POLICIES	
Transit Amenities	The TOWN collaborates with the COUNTY in the siting of transit amenities in accordance with a criteria based on ridership, community need, and available right-of-way. For passenger convenience, Community Shuttle stops are generally placed in close proximity of shopping plazas, grocery stores, hospitals, parks, and offices.
Vehicle Assignment	Vehicles in service for 5 years or 150,000 miles are prioritized for replacement. Routes regularly exceeding the vehicle capacity threshold should be addressed through additional service. The COUNTY is generally responsible for the procurement and replacement of transit vehicles based on need and available funding.

POLICY HEADWAYS AND PERIODS OF OPERATION			
Pelican Hopper Community Shuttle BCT 1262			
Weekday/Weekend	Day(s)	Avg. Headway	Hours of Operation:
Weekday	Mon - Thurs	35 to 50 minutes	9:00 a.m. – 5:25 p.m.
Weekday	Friday	35 to 50 minutes	9:00 a.m. – 5:25 p.m.
Weekend	Saturday	35 to 50 minutes	9:00 a.m. – 5:25 p.m.
Weekend	Sunday	N/A	Not Operational

11.0 Appendices

APPENDIX A	FTA CIRCULAR 4702.1B REPORTING REQUIREMENTS FOR TRANSIT PROVIDERS
APPENDIX B	TITLE VI PROGRAM APPROVAL LETTER AND FCOT CONCURRENCE LETTER
APPENDIX C	TITLE VI COMPLAINT FORM
APPENDIX D	PUBLIC PARTICIPATION PLAN
APPENDIX E	LANGUAGE ASSISTANCE PLAN
APPENDIX F	OPERATING AREA LANGUAGE DATA: TRANSIT OPERATIONS SERVICE AREA
APPENDIX G	DEMOGRAPHIC MAPS

Appendix A: FTA Circular 4702.1B Reporting Requirements for Transit Providers

Every three years, on a date determined by the Federal Transit Administration (FTA) Lauderdale-By-The-Sea will submit the following information to the FTA. Sub-recipients shall submit the information below to their primary recipient (the entity from whom the sub-recipient receives funds directly), on a schedule to be determined by the primary recipient.

General Requirements:

- Title VI Notice to the Public, including a list of locations where the notice is posted;
- Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint);
- Title VI Complaint Form;
- List of transit-related Title VI investigations, complaints, and lawsuits;
- Public Participation Plan, including information about outreach methods to engage minority and limited English proficient populations (LEP), as well as a summary of outreach efforts made since the last Title VI Program submission;
- Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based on the DOT LEP Guidance;
- A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the Town uses to encourage the participation of minorities on such committees;
- Primary recipients shall include a description of how the Town monitors its sub-recipients for compliance with Title VI, and a schedule of sub-recipient Title VI Program submissions;
- A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.; and,
- A copy of the Lauderdale-By-The-Sea Community Shuttle Program Town Commission minutes, resolution, or other appropriate documentation showing that the Commission's reviewed and approved the Title VI Program.
- Additional information as specified in Chapters IV, V, and VI, for a transit provider. (see below)

Requirements of Transit Providers

- All requirements set out in Chapter III (General Requirements)
- Service standards
- Vehicle load for each mode
- Vehicle headway for each mode
- On time performance for each mode
- Service availability for each mode
- Service policies
- Transit Amenities for each mode
- Vehicle Assignment for each mode

Appendix B: Title VI Plan Adoption Meeting Minutes and FDOT Concurrence Letter

Insert a copy of the Title VI Plan adoption meeting minutes and the FDOT concurrence letter.



Transportation Department
TRANSIT DIVISION / Administration

1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8305

LANGUAGE TRANSLATION SERVICE AVAILABLE

NOTE: If you require this Title VI Complaint Form to be translated into another language, please log onto www.broward.org/bct. Click on either "Microsoft Translator" or "Google Translate" at the top right corner of the web page and select the appropriate language for your translation.

SERVICO DE TRADUCCIÓN LENGUA DISPONIBLE

NOTA: Si usted requiere de este Formulario de Queja del Título VI de ser traducido a otro idioma, por favor haga clic en cualquiera de "Microsoft Translator" o "Google Translate" en la esquina superior derecha de esta página web y seleccionar el idioma.

LANG TRADIKSYON SÈVIS KI DISPONIB

REMAK: Si w mande pou s a Tit VI Fòm Plent dwe tradui nan yon lòt lang, tanpri klike sou swa "Tradiktè Microsoft" oswa "Google Translate" nan kwen paj sa a web tèl dwat epi chwazi lang ki apwopriye a pou tradiksyon ou.

**Broward County Board of County Commissioners
Transportation Department**

COMPLAINT OF ADA and TITLE VI DISCRIMINATION

The Broward County Transit Division, as a recipient of federal financial assistance, is required to ensure that its transit service and related benefits are distributed in a manner consistent with Title VI of the Civil Rights Acts of 1964, as amended.

Any person who believes that he or she, individually, or as a member of any specific class of persons, has been subjected to discrimination under Title VI, on the basis of race, color, or national origin, may file a written complaint with the Broward County Transit Division.

We are asking for the following information to assist us in processing your complaint. If you need help in completing this form, please contact us at (954) 357-8481 or TTY: (954) 357-8302.

NOTE: Alternate means of filing complaint, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

-
1. Complainant Name: _____
 Street Address: _____
 City, State, Zip Code: _____
 Telephone: _____
 Email Address: _____
 2. Person you believe discriminated against you (if known):
 Name: _____
 3. Location of incident: _____
 4. Are you represented by an attorney for this complaint?
 Yes _____ No _____
 If yes, please complete the following:
 Attorney's Name: _____
 Street Address: _____
 City, State, Zip Code: _____
 Telephone: _____
 5. Which of the following best describes the reason you believe the discrimination took place? Please circle.

Race	Color	National Origin	Sex	Income Status	Age
Disability	Retaliation	Sexual Orientation	Political Affiliation	Marital Status	
 6. Date(s) of the alleged discrimination: _____

Appendix C: Title VI Complaint Form

7. In the space below, please describe the alleged discrimination. Explain what happened and who you believe was responsible. *(Include bus number, route number, name of transit employee(s) involved in the incident, date, location, and time of the incident, if applicable.)* Attach additional sheet if necessary.

8. Have you filed a complaint of the alleged discrimination with a federal, state, or local agency; or with a state or federal court?

Yes _____ No _____

If yes, check all that apply:

Federal _____ Federal Court _____
 State _____ State Court _____ Local Court _____

Please provide the name of the Agency where you filed your complaint.

Agency Name: _____

Contact Person: _____

 Complainant Signature

 Date of Signature

You may attach any additional information you think is relevant to your complaint.

Submit your signed complaint and any attachments to:

**Broward County Transit Division
 Attention: Transit Manager – Compliance
 1 North University Drive, Suite 3100A, Box 306
 Plantation, FL 33324**

Appendix D: Public Participation Plan (PPP)

Introduction

The Public Participation Plan (PPP) for the Lauderdale-By-The-Sea Community Shuttle Program was developed to ensure that all members of the public, including minorities and Limited English Proficient (LEP) populations, are encouraged to participate in the decision-making process for the Lauderdale-By-The-Sea Community Shuttle. The Lauderdale-By-The-Sea Community Shuttle Program also recognizes the importance of many types of stakeholders in the decision-making process, including other units of government, metropolitan area agencies, community-based organizations, major employers, passengers and the general public, including low-income, minority, LEP, and other traditionally underserved communities.

Public Participation Goals

The main goal of the PPP is to offer meaningful opportunities for all interested segments of the public, including, but not limited to, low-income, minority and LEP groups, to comment, about the Lauderdale-By-The-Sea Community Shuttle Program and its operations. The goals for this PPP include:

- **Inclusion and Diversity:** The Lauderdale-By-The-Sea Community Shuttle Program will proactively reach out and engage low-income, minority, and LEP populations for the Lauderdale-By-The-Sea Community Shuttle Program service area so these groups will have an opportunity to participate.
- **Accessibility:** All legal requirements for accessibility will be met. Efforts will be made to enhance the accessibility of the public's participation – physically, geographically, temporally, linguistically and culturally.
- **Clarity and Relevance:** Issues will be framed in public meetings in such a way that the significance and potential effect of proposed decisions is understood by participants. Proposed adjustments to fares or services will be described in language that is clear and easy to understand.
- **Responsive:** The Lauderdale-By-The-Sea Community Shuttle Program will strive to respond to and incorporate, when possible, appropriate public comments into transportation decisions.
- **Tailored:** Public participation methods will be tailored to match local and cultural preferences as much as possible.
- **Flexible:** The public participation process will accommodate participation in a variety of ways and will be adjusted over time as needed.

Public Participation Methods

The Lauderdale-By-The-Sea Community Shuttle Program will conduct community meetings and listening sessions as appropriate with passengers, employers, community-based organizations, and advisory committees to gather public input and distribute information about service quality, proposed changes or new service options.

The public will be invited to provide feedback on the Lauderdale-By-The-Sea website (www.lbts-fl.gov) and all feedback on the site will be recorded and passed on to Lauderdale-By-The-Sea Community Shuttle Program manager. The public will also be able to call the Lauderdale-By-The-Sea Town Hall at 954-640-4200 during its hours of operation. Feedback collected over the phone will be recorded and passed on to the Lauderdale-By-The-Sea Community Shuttle Program's management. Formal customer surveys to measure performance, and listening sessions to solicit input, will be conducted periodically. The comments recorded as a part of these participation methods will be responded to as appropriate.

Meeting formats will be tailored to help achieve specific public participation goals that vary by project or the nature of the proposed adjustment of service. Some meetings will be designed to share information and

answer questions. Some will be designed to engage the public in providing input, establishing priorities, and helping to achieve consensus on a specific recommendation. Others will be conducted to solicit and consider public comments before implementing proposed adjustments to services. In each case, an agenda for the meetings will be created that work to achieve the stated goals and is relevant to the subject and not overwhelming for the public. For all public meetings, the venue will be a facility that is accessible for persons with disabilities and, preferably, is served by public transit. If a series of meetings are scheduled on a topic, different meeting locations may be used, since no one location is usually convenient to all participants.

For community meetings and other important information, the Lauderdale-By-The-Sea Community Shuttle Program will use a variety of means to make riders and citizens aware, including some or all of the following methods:

- In-vehicle advertisement
- Posting information on website
- Press releases and briefings to media outlets
- Flyer distribution to community based organizations, particularly those that target LEP population
- Flyers and information distribution through various libraries and other civic locations that currently help distribute timetables and other information
- Communications to relevant elected officials
- Other methods required by local or state laws or agreements

Information and materials communicating proposed and actual service adjustments will be provided in English and any other language that meets the “safe harbor” criteria.

Appendix E: Language Assistance Plan (LAP)

I. Introduction

The Lauderdale-By-The-Sea Community Shuttle Program operates a transit system within Lauderdale-By-The-Sea and portions of Fort Lauderdale, Sea Ranch Lakes, and Oakland Park. The Language Assistance Plan (LAP) has been prepared to address The Lauderdale-By-The-Sea Community Shuttle Program's responsibilities as they relate to the needs of individuals with Limited English Proficiency (LEP). Individuals, who have a limited ability to read, write, speak or understand English are LEP.

In the Lauderdale-By-The-Sea Community Shuttle Program service area there are 622 residents or 9.4% who describe themselves as not able to communicate in English "very well" (Source: US Census). Lauderdale-By-The-Sea is federally mandated (Executive Order 13166) to take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of its programs and activities for individuals who are LEP. The Lauderdale-By-The-Sea Community Shuttle Program has utilized the U.S. Department of Transportation (USDOT) LEP Guidance Handbook and performed a four-factor analysis to develop its LAP.

For many LEP individuals, public transit is the principal transportation mode available. It is important for the Lauderdale-By-The-Sea Community Shuttle Program to be able to communicate effectively with all of its riders. When the Lauderdale-By-The-Sea Community Shuttle Program is able to communicate effectively with all of its riders, the service provided is safer, more reliable, convenient, and accessible for all within its service area. The Lauderdale-By-The-Sea Community Shuttle Program is committed to taking reasonable steps to ensure meaningful access for LEP individuals to this Town's services in accordance with Title VI.

This plan will demonstrate the efforts that The Lauderdale-By-The-Sea Community Shuttle Program undertakes to make its service accessible to all persons without regard to their ability to communicate in English. The plan addresses how services will be provided through general guidelines and procedures including the following:

- Identification: Identifying LEP populations in service areas
- Notification: Providing notice to LEP individuals about their right to language services
- Interpretation: Offering timely interpretation to LEP individuals upon request
- Translation: Providing timely translation of important documents
- Staffing: Identifying The Lauderdale-By-The-Sea staff to assist LEP customers
- Training: Providing training on LAP to responsible employees.

II. Four Factor Analysis

The analysis provided in this report has been developed to identify LEP population that may use the Lauderdale-By-The-Sea Community Shuttle Program services and identify needs for language assistance. This analysis is based on the "Four Factor Analysis" presented in the Implementing the Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons, dated April 13, 2007, which considers the following factors:

1. Demography: identifying the number and/or proportion of LEP persons served or encountered, and languages spoken in the area
2. Frequency: determining the rate of contact with the City's programs, activities, and services.
3. Importance: gauging the nature and importance of City's program, services, and activities to people's lives.
4. Resources: assessing current and available resources, including language and assistance services.

Factor 1: The Number and Proportion of LEP Persons Served or Encountered in the Eligible Service Population

Of the 29,286 residents in the Lauderdale-By-The-Sea Community Shuttle Program service area, 1680 residents describe themselves as speaking English less than "very well". For groups who speak English "less than very well" 2.36% speak Spanish/Spanish Creole. People of Spanish/Spanish Creole descent are the primary LEP persons likely to utilize the Lauderdale-By-The-Sea Community Shuttle Program services. For the Lauderdale-By-The-Sea Community Shuttle Program service area, the American Community Survey of the U.S. Census Bureau shows that among the area's population 94.26% speak English "very well".

Appendix F contains a table that lists the languages spoken at home and by the ability to speak English for the population within the Lauderdale-By-The-Sea Community Shuttle Program service area.

Factor 2: The Frequency with which LEP Individuals Come into Contact with Your Programs, Activities, and Services

The Lauderdale-By-The-Sea Community Shuttle Program has assessed the frequency with which LEP individuals come in contact with the transit system. The methods utilized for this assessment include analysis of Census data, examining phone inquiries, requests for translated documents, and staff survey.

As discussed above, Census data indicates that 5.74% speak English less than very well. Phone inquiries and staff survey feedback indicated that the Lauderdale-By-The-Sea Community Shuttle Program's dispatchers and drivers interact infrequently with LEP persons. Over the past 3 years, the Lauderdale-By-The-Sea Community Shuttle Program has had no requests for translated documents.

Factor 3: The Nature and Importance of the Program, Activity, or Service Provided by the Recipient to People's Lives

Public transportation and regional transportation planning is vital to many people's lives. According to the Department of Transportation's Policy Guidance Concerning Recipient's Responsibilities to LEP Persons, providing public transportation access to LEP persons is crucial. A LEP person's inability to utilize public transportation effectively, may adversely affect his or her ability to access health care, education, or employment.

An on-board passenger survey was conducted to collect data on usage of and access to the Lauderdale-By-The-Sea Community Shuttle Program services. According to the survey, the most common age among all the participants in the survey was 55 or older. This demonstrates that the

Lauderdale-By-The-Sea Community Shuttle Program can be considered a senior transit service as most of its patrons are over the age of 55.

To further access personal mobility options, each respondent was asked how he or she would have made the surveyed trip had the Lauderdale-By-The-Sea Community Shuttle Program not been available, the most frequent response was “Walk/Wheelchair” at 51%. This data indicates that the Lauderdale-By-The-Sea Community Shuttle Program service is very important as a primary means of transportation for its customers and visitors.

5.8% indicated they would not have made the surveyed trip if the service was not available.

Factor 4: The Resources Available to the Recipient and Costs

The Lauderdale-By-The-Sea Community Shuttle Program assessed its available resources that are currently being used, and those that could be used, to provide assistance to LEP populations. These resources include the following: contractor who provides drivers, administrative staff, supported by an annual FY '23 budget of \$121,572.00 in Town funding. The Lauderdale-By-The-Sea Bus Program provides a reasonable degree of services for LEP populations in its service area.

III. Language Assistance Program

In developing a Language Assistance Plan, FTA guidance recommends the analysis of the following five elements:

1. Identifying LEP individuals who need language assistance
2. Providing language assistance measures
3. Training staff
4. Providing notice to LEP persons
5. Monitoring and updating the plan

The five elements are addressed below.

Element 1: Identifying LEP Individuals Who Need Language Assistance

The Lauderdale-By-The-Sea Community Shuttle Program has identified the number and proportion of LEP individuals within its service area using United States Census data (see Appendix F). As presented earlier, 78.43% of the service area population speaks English only. The largest non-English spoken language in the service area is Spanish/Spanish Creole (9.41%).

Of those whose primary spoken language is Spanish/Spanish Creole, approximately 2.36% identify themselves as speaking English less than “very well”. Those residents whose primary language is not English or Spanish/Spanish Creole and who identify themselves as speaking English less than “very well” account for 3.38% of the service area population.

The Lauderdale-By-The-Sea Community Shuttle Program may identify language assistance need for an LEP group by:

1. Examining records to see if requests for language assistance have been received in the past, either at meetings or over the phone, to determine whether language assistance might be needed at future events or meetings.
2. Having Census Bureau Language Identification Flashcards available at Lauderdale-By-The-Sea Bus Program meetings. This will assist the Lauderdale-By-The-Sea Community Shuttle

3. Program in identifying language assistance needs for future events and meetings.
4. Having Census Bureau Language Identification Flashcards on all transit vehicles to assist operators in identifying specific language assistance needs of passengers. If such individuals are encountered, vehicle operators will be instructed to obtain contact information to give to the Lauderdale-By-The-Sea Community Shuttle Program management to follow-up.
5. Vehicle operators and front-line staff (i.e. Dispatchers, Transit Operation Supervisors, etc.) will be surveyed on their experience concerning any contacts with LEP persons during the previous year.

Element 2: Language Assistance Measures

The Lauderdale-By-The-Sea Community Shuttle Program has undertaken the following actions to improve access to information and services for LEP individuals:

- Survey transit drivers and other front-line staff annually on their experience concerning any contacts with LEP persons during the previous year.
- Provide Language Identification Flashcards onboard transit vehicles and in the Lauderdale-By-The-Sea Community Shuttle Program offices.
- Include statements clarifying that being bilingual is preferred on bus driver recruitment flyers and onboard recruitment posters.
- When an interpreter is needed in person or on the telephone, staff will attempt to access language assistance services from a professional translation service or qualified community volunteers.

The Lauderdale-By-The-Sea Community Shuttle Program will utilize the demographic maps provided in Appendix G in order to better provide the above efforts to the LEP persons within the service area.

Element 3: Training Staff

In the case of the Lauderdale-By-The-Sea Community Shuttle Program, the most important staff training is for Customer Service Representatives and transit drivers. Several representatives are bilingual in English and Spanish as well.

The following training will be provided to the Lauderdale-By-The-Sea Community Shuttle Program Customer Service Representatives:

- Information on Title VI Procedures and LEP responsibilities
- Use of Language Identification Flashcards
- Documentation of language assistance requests

Element 4: Providing Note to LEP Persons

The Lauderdale-By-The-Sea Community Shuttle Program will make Title VI information available in English on the Town's website. Key documents are written in English. Notices are also posted in the Community Shuttle Program's office lobby and on buses. Additionally, when staff prepares a document or schedules a meeting, for which the target audience is expected to include LEP individuals, then documents, meeting notices, flyers, and agendas will be printed in an alternative language based on the known LEP population.

Element 5: Monitoring and Updating the Plan

The plan will be reviewed and updated on an ongoing basis. Updates will consider the following:

- The number of documented LEP person contacts encountered annually
- How the needs of LEP persons have been addressed
- Determination of the current LEP population in the service area
- Determination as to whether the need for translation services has changed
- Determine whether the Lauderdale-By-The-Sea Community Shuttle Program's financial resources are sufficient to fund language assistance resources needed

The Lauderdale-By-The-Sea Community Shuttle Program understands the value that its service plays in the lives of individuals who rely on this service, and the importance of any measures undertaken to make the use of system easier. The Lauderdale-By-The-Sea Community Shuttle Program is open to suggestions from all sources, including customers, the Lauderdale-By-The-Sea Community Shuttle Program staff, other transportation agencies with similar experiences with LEP communities, and the general public, regarding additional methods to improve their accessibility to LEP communities.

Safe Harbor Provision

DOT has adopted the Department of Justice's Safe Harbor Provision, which outlines circumstances that can provide a "safe harbor" for recipients regarding translation of written materials for LEP population. The Safe Harbor Provision stipulates that, if a recipient provides written translation of vital documents for each eligible LEPLanguage group that constitutes five percent (5%) or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient's written translation obligations. Translation of non-vital documents, if needed, can be provided orally. If there are fewer than 50 persons in a language group that reaches the five percent (5%) trigger, the recipient is not required to translate vital written materials but should provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

The Lauderdale-By-The-Sea Community Shuttle Program service area does not have LEP populations which qualify for the Safe Harbor Provision. As shown in Appendix H, Spanish/Spanish Creole speakers do not qualify for the Safe Harbor Provision as the number of persons which speak English less than "very well" is counted as 2.36% or 691 persons.

Appendix F: Operating Area Language Data: Transit Operations Service Area

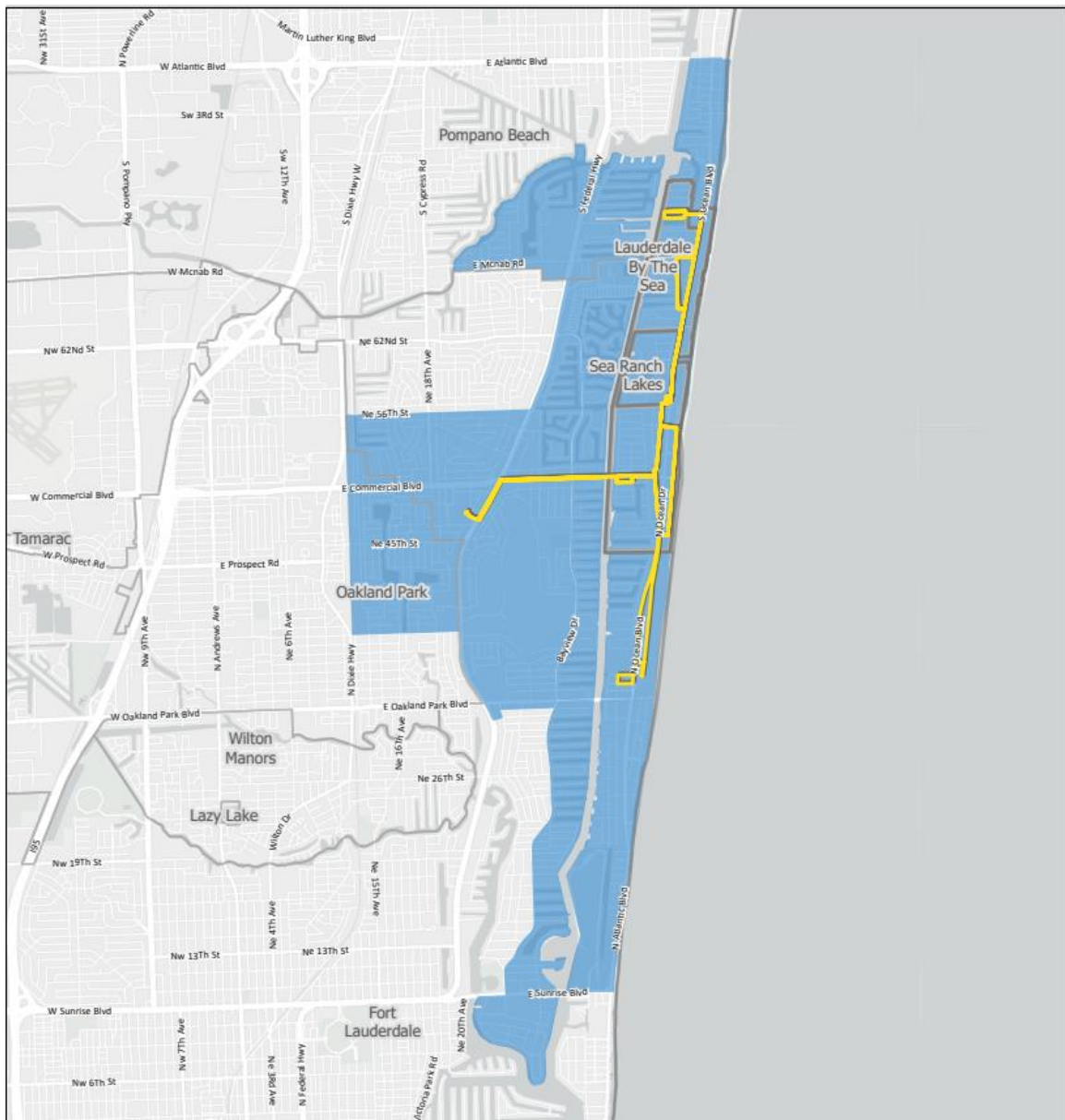
Language	Population	Percentage	Speak English very well	Percentage Speak English very well	Speak English less than very well	Percentage Speak English less than very well
Service Area Total	42,183	100%	7,117	17%	2,665	6%
English	32,401	76.8%	0	0.0%	0	0.0%
Spanish	3,857	9.1%	2,892	6.9%	965	2.3%
French	1,057	2.5%	744	1.8%	313	0.7%
Portuguese	735	1.7%	459	1.1%	276	0.7%
Arabic	519	1.2%	430	1.0%	89	0.2%
German	487	1.2%	430	1.0%	57	0.1%
Italian	402	1.0%	307	0.7%	95	0.2%
Greek	392	0.9%	313	0.7%	79	0.2%
French Creole	325	0.8%	161	0.4%	164	0.4%
Russian	219	0.5%	121	0.3%	98	0.2%
Other Native North American languages	202	0.5%	155	0.4%	47	0.1%
Tagalog	171	0.4%	97	0.2%	74	0.2%
Other Indic languages	151	0.4%	90	0.2%	61	0.1%
Scandinavian	140	0.3%	115	0.3%	25	0.1%
Gujarati	118	0.3%	101	0.2%	17	0.0%
Other West Germanic languages	104	0.2%	67	0.2%	37	0.1%
Polish	100	0.2%	39	0.1%	61	0.1%
Urdu	96	0.2%	43	0.1%	53	0.1%
Chinese	96	0.2%	72	0.2%	24	0.1%
Hungarian	86	0.2%	54	0.1%	32	0.1%
Serbo-Croatian	76	0.2%	70	0.2%	6	0.0%

Thai	59	0.1%	29	0.1%	30	0.1%
Hebrew	57	0.1%	57	0.1%	0	0.0%
Other and unspecified languages	55	0.1%	55	0.1%	0	0.0%
Persian	55	0.1%	34	0.1%	21	0.0%
Armenian	49	0.1%	49	0.1%	0	0.0%
Japanese	49	0.1%	23	0.1%	26	0.1%
African languages	26	0.1%	26	0.1%	0	0.0%
Hindi	23	0.1%	23	0.1%	0	0.0%
Yiddish	19	0.0%	19	0.0%	0	0.0%
Other Slavic Languages	16	0.0%	16	0.0%	0	0.0%
Other Indo-European languages	15	0.0%	0	0.0%	15	0.0%
Vietnamese	11	0.0%	11	0.0%	0	0.0%
Other Asian languages	9	0.0%	9	0.0%	0	0.0%
Korean	6	0.0%	6	0.0%	0	0.0%
Laotian	0	0.0%	0	0.0%	0	0.0%
Mon-Khmer, Cambodian	0	0.0%	0	0.0%	0	0.0%
Navajo	0	0.0%	0	0.0%	0	0.0%
Hmong	0	0.0%	0	0.0%	0	0.0%
Other Pacific Island languages	0	0.0%	0	0.0%	0	0.0%

Service Area (city and adjacent municipalities, if any):

Lauderdale By The Sea, and portions of Fort Lauderdale, Pompano Beach, Sea Ranch Lakes.

Appendix G: Lauderdale-By-The-Sea Community Shuttle Program Demographic Map

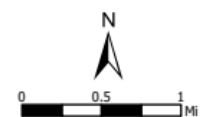


Title VI Analysis: Lauderdale By The Sea
Community Shuttle Service Area



Community Shuttle Routes
Service Area

Disclaimer
This map is for conceptual purposes only and should not be used for legal boundary determination.



Source: Transportation Department, U.S. Census Bureau's American Community Survey (ACS) 2015-2019 5-year estimates
Created By: BCT Service and Strategic Planning Division
Date: 5/11/2022



Agenda Item No: 17.b

Town Commission Agenda Item Report

Meeting Date: October 25, 2022

Submitted By: Courtney Easley, Assistant to the Town Manager

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: Resolutions

Subject Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA; APPROVING THE FEE SCHEDULE FOR PRE HOSPITAL EMERGENCY MEDICAL SERVICES ("EMS"); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Explanation: At their June 23, 2015 meeting, the Commission approve a five-year agreement with American Medical Response (AMR) to provide emergency medical services for the Town. On September 15, 2020, pursuant to Section 5 of the Agreement, the Town exercised a five-year renewal option commencing on October 1, 2020 and expiring September 30, 2025.

AMR charges the Town a monthly fee for their service which is partially offset by transport fees for ambulatory services they charge to the patient's insurance company. Historically, AMR has mirrored the transport fees charged by BSO Fire Rescue. The last time that these fees were amended was in 2019. Current rates are significantly less than BSO and our neighbor communities as identified in Table 1 below.

Agency	BLS	ALS1	ADS2	Oxygen	Mileage
Lighthouse Point	\$750	\$750	\$750	-	\$12
Pompano Beach	\$1,000	\$1,000	\$1000	\$50	\$15
Oakland Park	\$670	\$700	\$750	\$28.50	\$10
Fort Lauderdale	\$950	\$950	\$1,000	\$30.30	\$13
Deerfield Beach	\$1,000	\$1,000	\$1,000	-	\$15

At AMR's request and in accordance with Town Code Section 8.5, Town Staff requests the following fee increases:

Service	Current Fee	Requested Fee	% Increase
Basic/Advanced Life Support Level1	\$550	\$750	36.4
Basic/Advanced Life Support Level 2	\$675	\$875	29.6
Mileage fee	\$10	\$13	30
Oxygen Therapy	\$27	\$30	11.1

Recommendation: Approve Resolution 2022-47 to authorize the appropriate Town officials to execute the Amended Emergency Medical Services Agreement.

Exhibits: Ex. 1 Resolution 2022-47

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WHEREAS, Broward Ambulance d/b/a American Medical Response (“AMR”) is

WHEREAS, in 2008, the Town and AMR executed an agreement after AMR was d through a competitive solicitation as the Town’s EMS provider (“First ment”); and

WHEREAS, in 2015, the Town Commission, after considering what was in the interest of the Town, awarded AMR a five (5) year contract, expiring September 30, “Second Agreement”); and

WHEREAS, in 2020, the Town and AMR exercised a five (5) year renewal option, beginning October 1, 2020 and expiring September 20, 2025 (“Extension 1”); and

29 **WHEREAS**, the Town now desires to update its Fees, which have not been updated
30 since 2019 and are significantly less than similar rates set by Broward Sheriff’s Office and
31 neighboring communities; and

32 **WHEREAS**, pursuant to Town Code Section 8.5, the Fees must be adopted by
33 resolution.

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

37
38 **SECTION 1. Recitals.** Each “WHEREAS” clause set forth above is true and
39 correct and incorporated herein by this reference.

40 **SECTION 2. Rates Approved.** The Town Commission hereby approves the
41 following rates for Emergency Medical Services:

42 **1. Base Rates:**

- 43 (a) Basic Life Support (BLS) - \$750.00 (~~\$550.00~~)
44 (b) Advanced Life Support, Level 1 (ALS1) - \$750.00 (~~\$550.00~~)
45 (c) Advanced Life Support, Level 2 (ALS2) - \$875.00 (~~\$675.00~~)

46
47 **2. Medical Supplies and Equipment:**

- 48 (a) Intravenous solutions - \$30.00 (no change)
49 (b) Cervical Collar - \$25.00 (no change)
50 (c) Backboard - \$25.00 (no change)
51 (d) Oxygen Therapy - \$30.00 (~~\$27.00~~)

52
53 **3. Mileage** (per rounded mile) - \$13.00 (~~\$10.00~~)
54

55 **SECTION 3. Conflict.** All resolutions or parts of resolutions in conflict with this
56 Resolution are hereby repealed to the extent of such conflict.

57 **SECTION 4. Severability.** The provisions of this Resolution are declared to be
58 severable and if any section, sentence, clause or phrase of this Resolution shall for any
59 reason be held to be invalid or unconstitutional, such decision shall not affect the validity
60 of the remaining sections, sentences, clauses, and phrases of this Resolution, but they shall

61 remain in effect, it being the legislative intent that this Resolution shall stand
62 notwithstanding the invalidity of any part.

63 **SECTION 4. Effective Date.** This Resolution shall become effective upon
64 passage and adoption.

65 **PASSED AND ADOPTED** this 25th day of October, 2022.

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MAYOR CHRIS VINCENT

69 **ATTEST:**

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72 _____
Katrina Adler, Town Clerk

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74 **Approved as to form:**

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76

77 _____
Susan L. Trevarthen, Town Attorney

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