

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday, July 25, 2023

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

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

Regular Town Commission

Tuesday, July 25, 2023, 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 Mayor Vincent**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
 - 5.a. Dive Into Summer Update
 - 5.b. Farmers Market 2022-2023 Season Wrap Up
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
 - 7.a. AMR June 2023 Report
 - 7.b. BSO June 2023 Report
 - 7.c. VFD June 2023 Report
8. **TOWN MANAGER REPORT**
 - 8.a. Development Services Report- Quarter 2
 - 8.b. Town Manager Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - 10.a. Approval of Minutes for June 27, 2023 Commission Workshop and Regular Commission Meeting
11. **CONSENT AGENDA**
12. **OLD BUSINESS**
13. **NEW BUSINESS**
 - 13.a. Resolution 2023- 39: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S PURCHASING MANUAL; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.
 - 13.b. Resolution 2023-41: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH ATLANTIC PAVING CO., INC. FOR DECORATIVE PAVEMENT RECOATING; WAIVING THE

REQUIREMENTS FOR COMPETITIVE SOLICITATIONS SET FORTH IN THE PURCHASING MANUAL; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

13.c. Commission Discussion Regarding Chapter 14 Offenses

13.d. Raymond Briscusso Memorial Plaque

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

16. ORDINANCES 2nd Reading

17. RESOLUTIONS – PUBLIC COMMENTS

17.a. RESOLUTION 2023-42: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE INITIATION OF THE PROCESS TO TERMINATE THE LAUDERDALE-BY-THE-SEA VOLUNTEER FIREFIGHTERS' PENSION PLAN; AUTHORIZING THE TOWN MANAGER TO PROVIDE NOTICE TO THE BOARD OF TRUSTEES OF THE PENSION PLAN.

18. QUASI JUDICIAL PUBLIC HEARINGS

19. ADJOURNMENT

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

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

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

PROCEDURES FOR PUBLIC COMMENTS:

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

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

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

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

INVOCATION:

The Invocation before each Town Commission meeting is a voluntary service of a private citizen, offered to serve the spiritual needs of the members of the Town Commission and solemnize the meeting. It is not intended to be an opportunity to advance or disparage one faith or belief over another. The views expressed in the Invocation have not been previously reviewed by the Town and do not necessarily represent the beliefs of any Town employee or official. No person is required to be present at or

participate in the Invocation, and the decision whether to be present or participate in the Invocation will not affect any person's right to actively participate in the official business of the Town or obtain any benefit from the Town. The Town's written Invocation policy is available on its website, and upon written request to the Town Clerk.all static



Agenda Item No: 5.a.

Town Commission Agenda Item Report

Meeting Date: July 25, 2023

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

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Dive Into Summer Update

Explanation: Katie will give a presentation on the upcoming Dive Into Summer event.

Recommendation: N/A

Exhibits: None



Town Commission Agenda Item Report

Meeting Date: July 25, 2023

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

Submitting Department: Special Events

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Farmers Market 2022-2023 Season Wrap Up

Explanation: The Town Commission awarded a three-year contract to Community Markets of South Florida for the operation and management of the Town's Farmers Market at their October 6, 2022 meeting. During that meeting, the Commission wanted to see enhancements to the overall market and the approval of the contract came with an understanding that these improvements along with the addition of specialty market days would occur.

Following the October 6th Commission meeting, Town staff held a meeting with the proprietors of Community Markets to discuss the expectations of the upcoming season. Town staff asked how they could support the Community Markets' team, and walked the market site. During that meeting, Community Markets proposed and staff approved a new site map to expand the vendors by including the grass area of the park.

The Farmer's Market ran from Sunday, December 4, 2022 through Sunday, May 7, 2023. The approved site plan change allowed for a total of 37 vendors, which was 20 more than was available in previous years. The market was canceled once for the Christmas holiday. There were two specialty market days.

On Thursday, May 25th, Town staff and Jonathan Grotzky, the Market Manager for this season, met to recap the season. The following is a summary of the expectations that the Commission requested upon Community Market's approval and the results from the season:

1. Increase the number of vendors

- a. The new site map allowed for a max of 37 vendors, up from the average of 17 in past years. Unfortunately, the market was not at capacity for the majority of the season.
- b. There were approximately 14 new vendors during the season. However, most did not commit to more than one or two markets (Coast Boutique, Yama Designs, Power African Art, Uptown Deli, Wildberry, Orchids, Stone Crabs, Le Bon Tea, Miss Beth's, Kenny Art Work, Matts Cutting Boards, Kcreative, Fresh Flowers, Coffee Ark)

c. While a full list of about 31 vendors committed to each market, a number of Sundays had a significant number of no shows. For example:

- April 16: 32 vendors committed, 25 actual
- April 23: 31 vendors committed, 25 actual
- April 30: 30 vendors committed; 11 showed due to weather

2. Artisan vendors

- a. Many of the new vendors that consistently participated in the Farmers market were food vendors. There were a few additional artisan vendors and the variety was not significantly improved, which was the request of the Town.

3. Request for a coffee vendor

- a. Community Markets procured a coffee vendor for several markets during the season and it was very successful.

5. Request for fresh flower vendor

- a. A vendor with fresh cut roses was procured but was not maintained throughout the season because this vendor did not find the market successful for his business. There was not a good vendor that supplied a variety of fresh cut flowers during the season.

6.Specialty Market Days

- a. Two (2) specialty market days were held throughout the season: Photos with Santa + Doggie Fashion Show
- b. The Town expected 3-4 events as discussed in the meeting held at the start of the season with the Market Management team.

7. Hours of Operation

There was also a discussion about the decrease in attendance after the noon time frame. Both Town and the Market Team agreed that 1:00pm, rather than 2:00pm, is a better suited ending time next season.

8. Marketing

To market the event, the Town printed and displayed street banners on the lightpoles throughout the Town, printed and displayed banners on El Mar drive and the Visitor Center, printed yard signs for the Community Market team to place out weekly, printed flyers in the Visitor Center handed out by Staff as well as displayed in the window and on the chalkboard, printed flyers displayed in Town Hall, added the Farmers Market to the Discover LBTS events website, included in the weekly Town Topics e-mail blasts that go out to all registered residents and visitors, featured the market in the printed Town Topics publications, created

Facebook events through the LBTS Facebook page, and included postings on both our Facebook and Instagram handles.

Community Markets relied on their social media outlets as well as their vendors' social media. To get an understanding of the audience that was being reached, staff reviewed the social media of the market and their vendors. Of the 32 vendors that committed to the last market of the season, only 11 of them had social media platforms that could be found (**Exhibit 2**). Of those, four (4) had not posted and were relatively inactive and had not posted on the LBTS market.

Suggested Changes to the Contract + Process Moving Forward

It is apparent that the requests from the Town were not met during this season. While the community was happy to have the market back so that they could enjoy socializing at El Prado, Community Markets did not significantly change the market from seasons past. There was not a rotation of vendors as requested, the number of vendors did not consistently increase, and there were more food vendors than artisans.

Should the Commission wish to continue with Community Markets, staff suggests the following:

- In October, Town Staff will meet with Community Markets of South Florida. At that time, Community Markets will present a marketing plan for the upcoming season. This plan is to include a social media strategy, outlining how often the Lauderdale-By-The-Sea Farmers Market will be promoted, and what will be posted, as well as the specialty market enhancements / themed market days proposed.
- On the vendor tracking sheet that Community Markets submits to Town on the Wednesday prior to each Market, Town will be adding a social handle for Community Markets to add so that Town can truly evaluate the vendors committed.
- Community Markets will schedule a minimum of 4 specialty market days throughout the season.
- During the October meeting, Community Markets will present an outline of what these enhancements will include, as well as potential marketing collateral for each.
- Community Markets will maintain no greater than food vendors at a 50 / 50 ratio to artisan vendors for the majority of the season. Throughout the 23 anticipated market dates, at minimum 15 of the markets should carry this ratio.
- After the market has closed, the Market Manager will send a list of vendors who checked in and participated in the market and provide an explanation for those that did not show as indicated on the list provided to Town prior to the event.
- Community Markets will work to provide a true variety in the following vendor areas throughout the season. To enhance the variety, plant vendors, jewelry vendors and art vendors should be procured for the upcoming season.
- Community Markets will assign a market manager that is also not responsible for a booth at the Town's market. The market manager cannot also work in a vendor booth. It is imperative for Town that the Market Manager be able to truly assess the overall market experience over the course of the day, as well as evaluate attendees' reception to the vendors who are present. A manager that is also responsible for booth sales

cannot accomplish these tasks.

- In the event of inclement weather, Community Markets shall cancel the market if the contractual minimum of 14 vendors are not present by 8:30 am.

In addition to these suggestions, Staff and Community Markets are collectively requesting to change the parking location for the vendors to Town Hall and the hours of operation for the market to end at 1:00 instead of 2:00pm.

Recommendation: Town staff are requesting direction from the Commission on the following items:

1. Amend the contract to update the vendor parking area from the South Ocean lot to the lot behind Town Hall as in previous years.
2. Amend the contract by changing the market end time from 2:00pm to 1:00pm
3. Approve the suggested expectations for next market season

Exhibits:

1. Ex. 1 Farmers Market Contract Amendment
2. Ex. 2 Social Tracker

FARMERS ' MARKET LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is dated and entered into on this _____ day of November 2022, between The Town of Lauderdale-By-The-Sea, a Florida municipal corporation ("TOWN") and Plantation Farmers Market Co-Op LLC DBA Community Farmers Markets of South Florida, a Florida limited liability company ("LICENSEE"), and pertains to the holding of the special event known as the Farmers' Market ("EVENT") at El Prado Park (4500 El Mar Drive, Lauderdale-By-The-Sea, FL) ("SITE").

WHEREAS, the TOWN issued Request for Proposals No. 22-08-01 ("RFP") for the management of the EVENT; and

WHEREAS, in response to the RFP, the LICENSEE submitted a Proposal dated September 7, 2022, for the EVENT; and

WHEREAS, on October 6, 2022, the TOWN Commission selected the LICENSEE for the EVENT; and

WHEREAS, on November 9, 2022, the TOWN Commission adopted Resolution No. 2022-49, authorizing the TOWN Manager to enter into this Agreement for the EVENT; and

WHEREAS, the TOWN desires to grant a License to the LICENSEE for the use of the EVENT SITE."

NOW, THEREFORE, in CONSIDERATION of the mutual promises and obligations contained in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, TOWN hereby grants to LICENSEE the non-exclusive revocable right to temporarily occupy and use the Event Site, and LICENSEE accepts the same, on the following terms and conditions ("Exhibit A").

1. **Term**. The Term of this Agreement shall be for three (3) years. This Agreement shall commence on November 10, 2022 ("Commencement Date") and end September 30, 2025.
2. **Fees**. LICENSEE agrees to pay to TOWN, prior to the beginning of each month and without invoice by the TOWN, Two Hundred (\$200) dollars (the "Fee") for each Event planned for that month. The Fee is non-refundable.
3. **Renewal**. The TOWN may, at its sole option, renew this License for up to two additional one-year periods. Any renewal of the Term of this Agreement, or entering into a new license agreement, will be the discretion of TOWN. There is no expectation of or obligation to renew the Term of this Agreement. In the event of renewal, TOWN shall submit a new License Fee Schedule for the renewal term.

4. Event Site.

- 4.1** LICENSEE's use of the Event Site shall be according to a site plan approved by the Town Manager and restricted to the designated business hours of the farmers' market, as described in "Exhibit A" ("Market Guidelines and Rules of Operation").
- 4.2** LICENSEE's use of the Event Site shall be non-exclusive.
- 4.3** LICENSEE's use of the Event Site shall be limited to the sale of products described in "Exhibit B" ("Permitted Products") unless the TOWN has granted consent in advance of the event.
- 4.4** All products offered for sale at the Event Site shall be of high quality and with prices clearly visible to the public.
- 4.5** Any and all prepared foods must be properly labeled in accordance with applicable government regulations. LICENSEE agrees not to sell any products that TOWN believes are non-conforming.
- 4.6** LICENSEE recognizes that TOWN has a legitimate business purpose in regulating the use of the Event Site for the Permitted Products ("Exhibit B") only, so as to maintain the viability of the Market for other vendors within the Market, and to promote a wider variety of products being offered for sale at the Market.
- 4.7** LICENSEE shall vacate the Event Site in clean condition and deliver them to TOWN in their pre-Event condition after every Event free from all personal property, equipment or inventory. Upon LICENSEE's failure to do so, TOWN may remove any personal property, equipment and inventory from the Event Site and have them delivered to LICENSEE, placed in storage at LICENSEE's expense or discarded, at TOWN's sole discretion. All perishable items will be disposed of as TOWN deems appropriate, without compensation to LICENSEE or its vendors.

5. Transferability of Interest by LICENSEE. LICENSEE is not permitted to assign or transfer its rights or interests under this Agreement.

6. Indemnification.

6.1 LICENSEE shall indemnify, hold harmless and defend the TOWN, its elected and appointed officials, agents, servants and employees from and against any claim, demand, liability, or cause of action of whatsoever kind or nature arising out of LICENSEE'S use of the Event Site or arising from this Agreement or LICENSEE'S acts or failure to act hereunder, including for, but not limited to, damages or injury (including death) to persons or property, judgments and attorneys' fees. TOWN retains approval rights over the choice of legal counsel and of litigation strategy in relation to LICENSEE'S duty to defend.

6.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision: (i) shall survive the Term of this Agreement and continue in full force and effect as to LICENSEE'S responsibilities under this paragraph, and (ii) have been and are continuously in effect during all periods that LICENSEE has use or possession of the Property.

7. Insurance. The Parties hereby acknowledge that LICENSEE shall pay for and obtain all insurance required under this paragraph and such insurance has been approved by the TOWN.

7.1 Insurance shall be in force until the termination of this License. In the event the insurance certificate provided indicated the insurance shall terminate and lapse during the period of this Agreement, then in that event, LICENSEE shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a new certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. LICENSEE shall not utilize the Event Site pursuant to this License unless and until all required insurance remains in full force and effect.

7.2 The LICENSEE shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the TOWN against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service

of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the LICENSEE, its officials, employees, agents, subcontractors, and volunteers. Any insurance maintained by the TOWN shall be in excess of the LICENSEE'S insurance and shall not contribute to the LICENSEE'S insurance.

- 7.3** Worker's Compensation and Employer's Liability Insurance: The LICENSEE shall provide coverage for all of their employees for Statutory Limits as required by applicable State and Federal laws. Employers Liability Limits shall be no lower than \$500,000 for each accident, \$500,000 for each employee (disease), and \$500,000 disease (policy limit).
- 7.4** Comprehensive Automobile and Vehicle Liability Insurance: This insurance shall be written in comprehensive form and shall protect the TOWN and the LICENSEE against claims for injuries to members of the public and/or damages to property of others arising from the LICENSEE'S use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, Hired & Non-Owned Auto Liability. Defense costs must be outside the limits of liability.
- 7.5** Comprehensive General Liability. This insurance shall be written on an "Occurrence Basis" ONLY in comprehensive form and shall protect the TOWN and the LICENSEE against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the LICENSEE or any of its agents, employees, or subcontractors or volunteers. The limit of liability shall not be less than \$1,000,000 per occurrence combined single limit or \$1,000,000 per occurrence / \$2,000,000 general aggregate for Bodily Injury and Property Damage and general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury, contractual liability; completed operations; products liability and independent contractor's coverage. Defense costs must be outside the limits of liability.
- 7.6** The TOWN is to be specifically included as an Additional Insured for General Liability and Auto Liability of the LICENSEE resulting from operations performed by or on behalf

of TOWN at such events. The General Liability Additional Insured Endorsement MUST include 'Completed Operations' using the latest version of CG 20 37 04 13 -Additional Insured-owners lessees or contractors - Completed Operations & CG 20 10 04 13 Additional Insured-owners. lessees or contractors-scheduled person or organization. LICENSEE'S insurance, including that applicable to the TOWN as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the TOWN shall be in excess of and shall not contribute to LICENSEE'S insurance. LICENSEE'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

- 7.7 LICENSEE shall require the Sub Contractors participating or working on the event to list the Town as additional insured as well.
- 7.8 Professional Liability: \$1,000,000 minimum. If coverage is written on a claims-made form, the retroactive date of coverage shall be no later than the inception date of the claims made coverage, unless the prior act policy was extended indefinitely to cover prior period acts. Provisions shall be made to provide coverage beyond the policy year, when necessary, Costs must be 'outside the limits' of liability.
- 7.9 Certificate of Insurance: Prior to the execution of this Agreement, LICENSEE shall provide the Town Manager, or designee, with evidence of insurability from the LICENSEE's Insurance Carrier or a Certificate of Insurance. Prior to execution of any License Agreement, the LICENSEE shall provide to the Town Manager, or designee, Certificates of Insurance evidencing the required insurance coverages. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall specifically Name the TOWN as additionally insured. The TOWN reserves the right to require the LICENSEE to provide a certified copy of such policies, upon written request by the TOWN. If a policy is due to expire prior to the termination of the License Agreement, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the LICENSEE before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

7.10 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The LICENSEE shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The Town Manager may require the LICENSEE, as a condition of execution of the License Agreement, to provide a bond or other monetary consideration to cover the LICENSEE'S deductible for Professional Liability Insurance.

7.11 The TOWN reserves the right to change the insurance requirements depending upon the scope of work in the License Agreement.

7.12 Acceptable Insurance Providers: Insurance carriers providing the insurance required of the Town by this agreement must be licensed in the State of Florida as evidenced by certificates of authority from the Department of Financial Services of the State of Florida, or have an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have and must maintain a rating of B+ to A+ or better according to the A.M. Best Company. If during the period when an insurer is providing insurance required by this Agreement/Contract (use appropriate), an insurer shall fail to comply with the foregoing minimum requirements, the Town shall be notified as soon as possible. The LICENSEE will have 20 days to replace this insurance with an insurer who meets the Acceptable Insurance Provider guidelines as stated herein.

7.13 The Parties understand and agree that the covenants and representations relating to Section 7 shall survive the Term of this Agreement and continue in full force and effect as to LICENSEE'S responsibilities under this Section during all periods that LICENSEE has use or possession of the Event Site.

8. Termination.

8.1 Termination for Cause: TOWN shall be entitled to terminate this Agreement for the LICENSEE's failure to perform any of its duties under this Agreement after giving the LICENSEE written notice of the failure. Upon notification, LICENSEE has fifteen (15) days to cure. If not cured to the satisfaction of the TOWN, the Agreement may be terminated following the deadline to cure.

8.2 The grounds for termination may include but are not limited to:

- (a) Failure to pay the License Fee described in paragraph 2;
- (b) Failure to be open for business for two or more consecutive weeks during the Term of this Agreement without the concurrence of the TOWN;
- (c) Failure to abide by the other obligations contained in this Agreement;

8.3 Termination For Convenience: In addition to and notwithstanding any other provisions of the Agreement, this Agreement may be terminated by the TOWN for convenience upon providing LICENSEE with five (5) days written notice.

8.4 LICENSEE acknowledges and agrees that TOWN shall have no liability to LICENSEE, for incidental or consequential damages, loss of business, or otherwise, for terminating this Agreement in accordance with the terms set forth above.

- 9. Notices.** All notices required to be delivered to TOWN by LICENSEE shall be effectively made when either hand-delivered by LICENSEE, or when delivered by mail to TOWN at the following address:

Town of Lauderdale-By-The-Sea
Attn: Town Manager
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308
townmanager@lauderdalebythesea-fl.gov

With a copy to:

Town of Lauderdale-By-The-Sea
Attn: Town Attorney
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

All notices required to be sent by TOWN to LICENSEE shall be sent by mail to:

Plantation Farmers Market Co-Op LLC
7815 Silverado Court Davie,
FL 33024

10. Independent Contractor.

This Agreement does not create an employee/employer relationship between the Town and the Licensee. It is the intent of the Parties that LICENSEE is an independent contractor under this Agreement and not the TOWN'S employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal

Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. LICENSEE shall retain sole and absolute discretion in the judgement of the manner and means of carrying out LICENSEE'S activities and responsibilities here under. LICENSEE agrees that it is a separate and independent enterprise from the TOWN, that it has full opportunity to find other business, that it make its own investment in its business, and that it will utilize a high level of skill necessary to utilize the rights granted hereunder. This Agreement shall not be construed as creating any joint employment relationship between LICENSEE and the TOWN and the TOWN will not be liable for any obligation incurred by LICENSEE, including but not limited to unpaid minimum wages and/or overtime premiums.

11. Public Records.

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

- (a) LICENSEE agrees to keep and maintain public records in LICENSEE's possession or control in connection with LICENSEE's performance under this Agreement. LICENSEE additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. LICENSEE 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, LICENSEE 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 LICENSEE shall be delivered by the LICENSEE to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by LICENSEE 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 LICENSEE 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 LICENSEE shall be withheld until all records are received as provided herein.

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.

IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number: 954-640-4200

Email: townclerk@lauderdalebythesea-fl.gov

**Mailing Address: Town Clerk
4501 N Ocean Drive
Lauderdale-By-The-Sea, FL 33308**

- (f) Unless otherwise provided by law, any and all reports, surveys, 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 possession or control of, LICENSEE, whether finished or unfinished, shall become the property of Town and shall be delivered by LICENSEE to the Town Manager, at no cost to the Town, within seven (7) days of inaction of this Agreement. All such records stored electronically by LICENSEE shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Upon termination of this Agreement, LICENSEE shall any duplicate public records that are exempt or confidential and exempt from public records disclosure.

- 12. E-Verify.** LICENSEE shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of

employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by LICENSEE, LICENSEE may not be awarded a public contract for a period of 1 year after the date of termination.

13. Miscellaneous.

13.1 Entire Agreement. This Agreement and its Exhibits constitute the entire understanding between the parties as to the subject matter hereof. This Agreement supersedes all prior understandings and written contractual agreements between the parties hereto, if any. LICENSEE acknowledges that any and all prior rights of tenancy, which LICENSEE may have had under prior arrangements, are hereby waived and terminated.

13.2 Venue. In the event any dispute arises as a result of this Agreement, or otherwise arising out of LICENSEE's occupancy and/or business operations pursuant to or during the term of this Agreement, the parties agree that the courts located in Broward County, Florida shall have exclusive jurisdiction and venue over any such proceeding.

13.3 Agreement Modification. This Agreement may not be modified except in writing signed by both parties, except to the extent that LICENSEE agrees to further comply with and be bound by such Rules as may be established from time-to-time by TOWN, all of which, whether now existing or promulgated in the future, shall become part of and be enforceable in accordance with the terms of this Agreement as if incorporated herein by reference.

13.4 Severability. To the extent that any provision of this Agreement shall be considered unenforceable, the remaining provisions of the Agreement shall remain intact and fully enforceable, with such offending provision to deemed stricken, to the extent reasonable under the circumstances.

13.5 Force Majeure. The parties understand that their performance under this Agreement may be interrupted or delayed by occurrences beyond their control, including but not limited to acts of God, war, riot, terrorism, or civil unrest. If that should occur, performance hereunder may be temporarily excused for a reasonable period of time commensurate with the occurrence, but no such interruption or delay shall operate to extend the Term of this Agreement.

- 13.6 Captions.** The captions set forth at the beginning of each numbered paragraph of this Agreement are for informational purposes only and have no meaning separately and apart from the actual provisions of this Agreement.
- 13.7 Enforcement.** Any failure by TOWN to enforce the provisions of this Agreement in any specific instance shall not be deemed a waiver of TOWN's right to enforce them at any later time or with regard to any subsequent instances.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below.

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____

Linda Connors, TOWN MANAGER

_____ day of _____, 20____

Attest: _____

Katrina Adler, TOWN CLERK

APPROVED AS TO FORM AND SUFFICIENCY:

By: _____

Susan L. Trevarthen, TOWN ATTORNEY

**PLANTATION FARMERS MARKET CO-OP
LLC**

By: _____

Name: _____

Title: _____

_____ day of _____, 20____

Witness: _____

Name: _____

EXHIBIT "A"

Market Guidelines and Rules of Operation

The Farmers' Market is established for the purpose of providing the Lauderdale-By-The-Sea community access to fresh and wholesome goods provided by vendors selling locally grown or produced vegetables, fruits, flowers, herbs, baked goods, honey, and crafts. LICENSEE shall enforce these guidelines and rules of operation.

1. Goods & Pricing

Vendors participating in the market shall obtain, whenever possible, their produce and/or goods from within the state of Florida. Only high quality, produce and artisanal products will be accepted.

1. Vendors are required to have proper permits appropriate to the products being sold. Vendors should contact Florida Department of Business and Professional Regulation and/or Broward County Public Health Department for proper licensing and requirements. Scales must be certified. Copies of licenses and permits must be submitted with this agreement.
2. The term "organic" shall not be used without certification under USDA NOP rules. Giving any false information regarding the products being sold is strictly forbidden.
3. The pricing of goods is to reflect the averages of current market prices without competitive undercutting.
4. Vendors must clearly display their prices.

2. Schedule, Display and Signage

1. The Farmers' Market shall be held on Sundays at El Prado Park (4500 El Mar Drive, Lauderdale-By-The-Sea) from 9:00 AM to 2:00 PM 1:00 PM, starting the first weekend of December running through the first weekend in May.
2. Notwithstanding anything contained in this Agreement to the contrary, TOWN reserves the right, at any time during the term of this Agreement, to relocate LICENSEE to another location at TOWN's sole discretion.
3. Vendors must set up for every scheduled Farmer's Market, rain or shine, and must arrive no later than one-half hour before Market opening time in order to be prepared for business at the Market's opening time.

4. Select markets that fall on holiday dates may be cancelled at the discretion of TOWN and at no penalty to LICENSEE for no market being held on that date. Written confirmation will be provided by TOWN to Licensee to request such cancellation.
5. LICENSEE will ensure that all vendors maintain their area in a neat and tidy condition and must leave the Event Site within one hour of Farmer's Market closing, leaving behind no equipment, trash or debris.
6. Vendors must provide clean and safe tables, tents, baskets or stands to display products. There will be no sales from the surfaces of pick-up trucks or other vehicles unless approved as display by TOWN. Vendors must display at the Farmer's Market all licenses and permits required.
7. TOWN agrees to provide two (2) garbage bins that may be filled by vendors within the regular fill line. Garbage or bags shall not be left on top or around the bins. No food or food waste from vendors is allowed in the bins. Vendors will be responsible for removing all other garbage from the event site. LICENSEE shall be charged an additional \$100 per event for any additional garbage removed from the site by TOWN Staff. LICENSEE agrees to remove all additional trash from the event site, including garbage from TOWN cans within a 100 foot radius of the event site.
8. TOWN agrees to provide its power board and electrical access at no additional charge to LICENSEE. TOWN shall provide electricity to the north and west sides of the park, with two extension cords and one box that accommodates a total of 4 plugs. No other electricity will be provided by TOWN. Power to be supplied starting one hour before start and disconnected at 2: 15p.m. by TOWN staff. LICENSEE acknowledges that electric service at El Prado Park is limited and not sufficient to provide electricity to all vendors.
9. LICENSEE agrees that the TOWN may have one canopy site at each EVENT for the purpose of selling TOWN-related merchandise or to promote TOWN events and programs.
10. LICENSEE agrees that LBTS Chamber may have one canopy site at each to promote TOWN businesses.
11. LICENSEE agrees to waive the space fees for up to one TOWN-based non-profit organization or TOWN selected community partner at each EVENT.
12. TOWN agrees to provide four (4) median banners and four (4) light pole banners that TOWN will place to advertise the EVENT. In addition, TOWN will provide twenty-four (24) promotional yard signs. It is the responsibility of LICENSEE to place the signs no earlier than

Friday before the EVENT. Signs must be removed no later than 3:00 PM on the day of each EVENT. LICENSEE will store the signs.

13. Additionally, the TOWN agrees to promote the Farmer's Market through its LBTS events website, Town Topics newsletter and emails, on a portable sign outside of Jarvis Hall (as deemed available by TOWN, and in TOWN kiosks with information and/or fliers provided by LICENSEE and approved by TOWN.

3. **Licensee Responsibilities**

- "LICENSEE" is understood to mean the person designated to supervise operations of the Lauderdale-By-The-Sea Farmers' Market. Responsibilities include but are not limited to the following:



1. Review and maintain current vendor applications, deposits, fees, and necessary documentation.
2. Record attendance and collect weekly fees.
3. Ensure products for sale comply with contract requirements.
4. Serve as liaison for Vendors to the TOWN.
5. Licensee shall ensure that all vendors acknowledge that the use/or placement of tables, chairs, products, boxes or signs outside of it assigned vendor space is strictly prohibited.
6. Manage the terms of the contract outlined here within including, but not limited to:
 - a. Enforce Market hours.
 - b. Direct Vendor setup.
 - c. Resolve any issues that may arise during Market event with vendors or attendees.
 - d. Ensure cleanup and sanitation of site.

4. **General Vendor Responsibilities**

1. Both LICENSEE and the TOWN reserves the right to approve/disapprove and/or dismiss Vendors upon time of application or at any time during the Farmer's Market when in the sole judgment of either LICENSEE OR TOWN, the vendor no longer meets the needs of the Market or complies with the Market Guidelines and Rules of Operation in Exhibit

- A. Decisions will be based on diversity of products and factors relating to overall Market success.
2. LICENSEE is responsible for providing a vendor list to TOWN each week prior to the next Market date. Each Vendor will be approved by the TOWN. Vendors will pay LICENSEE for use of space at the Farmers' Market. Market fees shall help defer the cost of advertising, promotion, and site expenses.
 3. LICENSEE assumes responsibility for any injury to Vendors or their property or to any other Market attendee or attendee's property caused by LICENSEE's actions or inactions.
 4. LICENSEE shall demonstrate respect for all Market members (Vendors, Market attendees, TOWN officials, TOWN staff and property owners) by engaging in open and truthful communications of all matters to all appropriate members.
 5. Loading / Unloading and Parking
 1. Load In / Out: Vendors may use the inner lane of the El Mar Drive median between 7AM – 9AM to unload and ~~2:00—3:00~~ 1:00PM – 2:00PM to load. Vehicles must be moved immediately following completion of load in / out.
 2. Each Vendor shall park in the ~~South Ocean parking lot (4324 A1A, Lauderdale-By-The-Sea, FL 33308) or A1A South Ocean Lot.~~ parking lot behind Town Hall (4501 N Ocean Drive).
 3. There will be no public or vendor parking on the median lane on El Mar Drive or in resident parking spaces unless previously approved by Town.
 4. Town will provide Licensee parking passes to allow for free parking for vendors. The Licensee is responsible for distributing parking passes to their VENDORS.

5. **Definitions**

1. "Local" and "locality" are understood to apply to products grown, raised, or made within Broward County or the State of Florida.
2. "LICENSEE" is understood to mean the person designated to supervise operations of the Lauderdale-By-The-Sea Farmers' Market.
3. "Vendor" is understood to mean the principal who has entered into the Lauderdale-By-The-Sea Farmers' Market Agreement, their families and/or employees.

EXHIBIT “B”

Vendor Fees and Permitted Products

- I. Town is requesting a variety of agricultural and artisan markets to be scheduled throughout the Market season. Permitted products include:
 - a. Vegetables, fruits, flowers, juices, plants, sauces, dips, desserts, seasonings, coffee, tea, honey, baked goods, produced and/or prepackaged goods, meat, fish, and herbs from Florida that are obtained by the Vendor. Other items which are mutually agreed upon by the TOWN and LICENSEE may be offered for sale such as original art, food & drink.
 - b. Vendors are expected to sell their produce in accordance with the high business standards as outlined above. Failure to do so violates the terms of this agreement and is grounds for expulsion from the Market.
- II. Exclusions
 - a. The Lauderdale-By-The-Sea Farmers' Market excludes the sale of used, antique, purchased-for- resale, or flea market-type items.

EXHIBIT “C”

Permit Conditions:

Licensee shall insure all conditions in the Agreement and listed herewith are followed:

1. The TOWN’s Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The TOWN shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving event approval. Licensee shall be responsible for the cost of BSO security or additional detail requested by Licensee or the Police Chief.
2. Reporting
 - a. Licensee will submit the Vendor List and Market Manager Form (Exhibit “D”) along with the site plan for TOWN approval no later than noon on the Wednesday before the next event.
 - b. Should any vendor cancel following Licensee’s vendor report submission to TOWN, it is the responsibility of the Market Manager to notify Town of the cancellation and find a replacement for this market space.
3. Each event shall be inspected by the Fire Marshall.
4. Market will host a minimum of (14) fourteen vendors per event date, exclusive of Chamber, TOWN and Nonprofit tents.
5. The event space shall be free of all equipment and with all waste either placed in garbage and recycling cans on Event Site or carried off if there is insufficient space left in garbage and recycling containers. Vendors or Licensee shall not place cardboard boxes, food, food waste or food by product in TOWN garbage cans or waste receptacles.
6. Clean up Deposit may be imposed, based on the final Site Plan, and will be due two weeks prior to each event.
7. Prior to the start of the Market season, Licensee will meet with TOWN staff at the Event site to answer any questions, resolve any issues, and explain TOWN standards.
8. Clean up fee starting at \$150 will be charged if area is not cleaned to TOWN standards as discussed during pre-season walk through with TOWN Staff.
9. A Damage Deposit may be imposed, based on size of event and location.
10. The LICENSEE agrees that it shall pay the TOWN's direct expense to restore the event site to its pre-event condition at the end of the season.
11. Any inspections or work required by TOWN Staff after normal working hours will incur additional costs set forth by the respective departments.

12. The event site will be organized in a safe manner to protect attendees. All electrical cords and similar materials must meet the Fire Marshal's requirements and at a minimum, be covered so as not to pose a hazard to the public.
13. The Licensee shall keep the sidewalks next to the event site and within the event site open and clear for pedestrian traffic.
14. Licensee shall ensure that every Vendor anchor its 10 x 10' canopy on all four (4) corners with a minimum of twenty (20) pound anchors on each corner regardless of weather conditions. Vendor will be asked to remove its tent for failure to comply with these requirements. Any canopies measuring over 10 x 10' will require a building permit each week used. All canopies shall have a flame spread rating of twenty-five (25).
15. Canopies, tables, chairs, hanging articles, signage, etc., shall not interfere with pedestrian walkways, ingress egress. Sides may not be added to the canopies and tents are not allowed.
16. Vendors agree to sell product within their assigned space only. All vendor activity MUST be conducted within the booth space provided. This includes giving out free samples and recruiting customers.
17. Vendors shall not bark, or shout in a loud or aggressive manner to patrons in an attempt to make a sale.
18. No food or beverage vendors will be set on any pavement areas of the Event site.
19. Set up of the event will start at 7:00 AM. and tear down will be completed by ~~3:00 PM~~ 2:00 PM.

Set up Begins	7:00 a.m.
Electricity/Board set up	8:00 a.m.
Event begins	9:00 a.m.
Event ends	2:00 p.m. <u>1:00 p.m.</u>
Vendor sales end	2:15 p.m. <u>1:15 p.m.</u>
Event clean up begins	2:00 p.m. <u>1:00 p.m.</u>
Electric Board Removed Vendors vacated	2:15 p.m. <u>1:15 p.m.</u>
and cleanup completed	3:00 p.m. <u>2:00 p.m.</u>

20. LICENSEE'S representative will be the last person to leave to ensure event site clear and clean.
21. Licensee shall have one (1) fire extinguisher (5 lb. or 2A 10 or 40BC) at each vendor that is cooking and two (2) additional fire extinguishers on site during the event.

22. No alcohol is permitted in the designated event area without proper licensing, permits, and insurance and approved in advance by TOWN.
23. No balloons, burning candles, propane, or fires of any type are allowed under or near canopies.
24. All sound systems shall be operation so as not to the TOWN's Code, including Section 13-6, Noise Limitation in Zone B (residential noise zone), such as "Noise shall not exceed 6 dBA or 65 dBC between the hours of 7:00 a.m. and 10:00 p.m."
25. 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 and those attending the event, without increasing the administration costs of the TOWN.
26. Licensee shall owe no monies to the TOWN at the time of the event. There shall be no monies due such as payment of weekly fees due at the beginning of the month, fines, moneys, fees, taxes, or other charges, permits, or licenses 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 monies due the TOWN are paid in full.
26. Permission for this event may be suspended or modified by the Commission, Town Manager or designated Staff.
27. The Town Manager may suspend permission for this event or required changes in the site plan due to conflicting activities, failure of the Licensee 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.
28. 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.
29. 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.

EXHIBIT “D”
Vendor List and Market Manager Form

	FARMERS MARKET 2022 - 2023				
	Sunday 12/04	Sunday 12/11	Sunday 12/18	Sunday 12/25	Sunday 01/01
Manager:					
Contact:					
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
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14					
15					
16					
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22					
23					
24					
25					

VENDOR	INSTAGRAM	FACEBOOK	NOTES
Community Markets of South Florida	2,358	4.8k	
George Plants			
Lip Smakin Good			
Jw Pastry	2,852	4.4k	
Sea Classics			
Happy Dog Bakery	207		last post Nov 2022; before that, October 2021
Produce Buddies	1,427	1.4k	Last post Dec 2022
Funky Flamingo			
Smoothies			
Buenos Aires Empanada	689		
Crafted house			
Bluesman Sausage			Shane LeMar Entertainment (168 FB followers)
Slice Of Europe		36	not sure if this is our vendor
Tumeric Store			
Als Turtles			Social media links take you to a Wix page-not hers
G Charm Bar			
Body Essentials by beth	1,312	8	
La Vida Vanilla	1,029	357	
Nishas	2,071	1.2k	last post - Dec 2022
Sophie's Pet Fashion			
Maaad Harvest	1,889		
Pretty by the sea			
Chef Martine flavorings			
JC caribbean hair supply			
Medditeranian delight			
Mozzarita	965	735	Last post, NYE 2022 professional website
Vigaron Cocoa			
The scent and body shop			
Juice seasoning chef			
Laura Durksta books	2,606	5.7k following	personal page
Lux pax and more			
Bills BBQ			
Coffee Ark		483	professional website



Agenda Item No: 7.a.

Town Commission Agenda Item Report

Meeting Date: July 25, 2023

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: AMR June 2023 Report

Explanation: AMR June 2023 report prepared by Brooke Liddle.

Recommendation:

Exhibits:

1. AMR June 2023 Report

Response Date	Address	Dispatched	Enroute	On Scene
6/2/2023	200 BLK Commercial Blvd	17:35:58	17:36:13	17:38:30
6/2/2023	100 BLK Commercial Blvd	23:25:50	23:26:09	23:28:29
6/3/2023	200 BLK Neptune Ave	02:09:41	02:13:01	02:15:11
6/3/2023	200 BLK Hibiscus Ave	10:33:57	10:34:18	10:37:34
6/3/2023	Oceanic Ave / E Tradewinds Ave	12:53:16	12:53:31	12:56:30
6/3/2023	Oceanic Ave / E Tradewinds Ave	13:20:09	13:20:25	13:22:54
6/3/2023	4400 BLK El Mar Dr	18:12:37	18:16:26	18:16:29
6/4/2023	200 BLK Codrington Dr	11:28:39	11:28:46	11:33:59
6/4/2023	4400 BLK N Ocean Dr	17:11:16	17:12:31	17:14:20
6/5/2023	1400 BLK S Ocean Blvd	18:30:46	18:30:56	18:34:24
6/6/2023	2000 BLK S Ocean Blvd	03:41:52	03:41:59	03:47:34
6/6/2023	1800 BLK S Ocean Blvd	11:43:31	11:44:52	11:46:51
6/6/2023	1400 BLK S Ocean Blvd	15:00:31	15:00:35	15:02:44
6/7/2023	4600 BLK Poinciana St	06:09:47	06:10:37	06:12:06
6/8/2023	1500 BLK S Ocean Blvd	16:37:12	16:37:23	16:40:46
6/9/2023	1900 BLK S Ocean Blvd	22:05:23	22:05:47	22:09:11
6/10/2023	1900 BLK S Ocean Blvd	13:19:01	13:19:14	13:22:12
6/10/2023	1400 BLK S Ocean Blvd	21:07:20	21:07:24	21:11:34
6/10/2023	4500 BLK Poinciana St	21:48:26	21:48:38	21:52:34
6/11/2023	Commercial Blvd / Sea Grape Dr	02:26:09	02:26:29	02:28:30
6/12/2023	200 BLK Corsair Ave	06:27:41	06:27:58	06:31:04
6/13/2023	5000 BLK N Ocean Blvd	06:50:42	06:51:16	06:53:25
6/13/2023	200 BLK Hibiscus Ave	20:17:26	20:18:03	20:20:48
6/14/2023	100 BLK Commercial Blvd	03:19:17	03:19:37	03:19:39
6/14/2023	5100 BLK N Ocean Blvd	06:34:35	06:37:05	06:38:22
6/14/2023	4900 BLK N Ocean Blvd	08:11:10	08:12:26	08:12:28
6/14/2023	4600 BLK Poinciana St	16:54:52	16:55:13	16:57:00
6/14/2023	4600 BLK N Ocean Dr	20:58:16	20:58:36	21:00:53
6/14/2023	1900 BLK S Ocean Blvd	22:12:42	22:12:47	22:15:43
6/15/2023	1800 BLK S Ocean Blvd	10:28:42	10:29:01	10:34:15
6/15/2023	4400 BLK Poinciana St	14:38:48	14:40:06	14:42:43
6/16/2023	3200 BLK Fiesta Way	01:42:51	01:43:09	01:47:32
6/16/2023	1400 BLK S Ocean Blvd	10:48:49	10:49:06	10:50:16
6/16/2023	4600 BLK N Ocean Dr	18:02:17	18:02:21	18:04:36
6/17/2023	4500 BLK N Ocean Dr	05:39:51	05:42:03	05:44:21
6/17/2023	4300 BLK Bougainvillea Dr	09:41:19	09:41:28	09:45:59
6/17/2023	El Mar Dr / Commercial Blvd	15:53:45	15:54:12	15:57:59
6/18/2023	4200 BLK El Mar Dr	05:53:01	05:53:14	05:58:29
6/18/2023	1500 BLK Blue Water Ter N	06:40:40	06:40:51	06:44:18
6/18/2023	200 BLK Pine Ave	10:30:26	10:30:54	10:35:31
6/18/2023	4400 BLK N Ocean Dr	13:28:49	13:30:09	13:31:48
6/18/2023	4600 BLK N Ocean Dr	17:52:41	17:53:05	17:54:55
6/19/2023	5000 BLK N Ocean Blvd	15:10:02	15:11:31	15:13:43
6/19/2023	1400 BLK S Ocean Blvd	23:31:36	23:31:54	23:36:56
6/20/2023	200 BLK Oceanic Ave	14:21:33	14:21:56	14:25:20
6/21/2023	2000 BLK Tropic Isle	09:15:29	09:15:40	09:18:58

6/21/2023	100 BLK Commercial Blvd	21:49:01	21:49:29	21:52:19
6/22/2023	200 BLK Allenwood Dr	13:47:34	13:47:40	13:51:15
6/22/2023	1900 BLK S Ocean Blvd	18:16:17	18:17:57	18:20:19
6/23/2023	4600 BLK N Ocean Dr	11:01:12	11:01:26	11:05:12
6/23/2023	100 BLK Commercial Blvd	21:09:59	21:10:49	21:12:56
6/23/2023	100 BLK Commercial Blvd	21:08:48	21:09:26	21:12:50
6/24/2023	4600 BLK N Ocean Dr	12:40:08	12:42:09	12:42:54
6/24/2023	100 BLK Commercial Blvd	13:55:52	13:56:21	13:59:32
6/25/2023	4300 BLK El Mar Dr	09:23:19	09:23:48	09:26:04
6/25/2023	4100 BLK Bougainvillea Dr	19:50:54	19:51:36	19:53:57
6/26/2023	5200 BLK N Ocean Blvd	08:22:58	08:23:08	08:25:36
6/26/2023	200 BLK Harbor Dr	10:46:06	10:46:14	10:49:09
6/26/2023	4300 BLK N Ocean Dr	15:45:16	15:46:05	15:49:14
6/26/2023	1600 BLK S Ocean Blvd	21:27:59	21:28:14	21:32:26
6/26/2023	1600 BLK S Ocean Blvd	21:27:24	21:28:14	21:32:25
6/27/2023	N Ocean Dr / Imperial Ln	10:51:24	10:52:31	10:54:40
6/27/2023	200 BLK Neptune Ave	11:07:22	11:10:29	11:10:31
6/27/2023	1400 BLK S Ocean Blvd	21:48:07	21:50:09	21:53:25
6/29/2023	4900 BLK N Ocean Blvd	12:37:51	12:38:15	12:40:51
6/30/2023	1500 BLK S Ocean Blvd	14:37:25	14:38:17	14:42:08
	6 Min or Less = 100%	Average =		

Response Time

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Agenda Item No: 7.b.

Town Commission Agenda Item Report

Meeting Date: July 25, 2023

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO June 2023 Report

Explanation: BSO June 2023 report prepared by Captain Tom Palmer.

Recommendation:

Exhibits:

1. BSO June 2023 Report
2. YTD Traffic Crash and CFS Analysis



Date: July 18, 2023

To: Linda Connors
Town Manager

From: Captain Thomas Palmer *Tom*
Commander, Lauderdale by the Sea District

Subject: BSO Public Safety Report- June 2023

PERSONNEL CHANGES:

None.

EMPLOYEE OF THE MONTH: Deputy Michael Kratz

Deputy Michael Kratz serves as the Lauderdale by the Sea District's Traffic Deputy, Homeless Outreach Deputy and is the Neighborhood Support Team Liaison for the Broward Sheriff's Office. Despite wearing multiple "hats", Deputy Kratz is indispensable in his roles and uses his years of experience to perform at an extremely high level. During the month of June 2023, Deputy Kratz investigated two complex hit and run cases. Due his dedication and tenacity, he immediately located evidence to properly identify the suspect vehicle in each case. Additionally, during his follow-up investigations, he also located the suspect(s) responsible for each of the hit and run crashes. Deputy Kratz also investigated a traffic crash where one of the driver's showed signs of impairment. His investigation revealed that the driver was under the influence of alcohol and or controlled substance and the suspect was subsequently arrested for DUI. It was later learned that the suspect also had a pending DUI case in the court system.

Due to his continued dedication to the safety and security of the residents and the visitors of the Town of Lauderdale by the Sea Deputy Michael Kratz was awarded the Deputy of the Month honors for June 2023.

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

- **Elder Links:** This program offers referral services to elderly residents and other senior citizens in need of medical and mental health care, meal delivery or other social services.
- **Business and Residential Security Surveys:** The Business and Residential Security Survey program teaches participants to secure their business, home or condominium to reduce the likelihood of burglary and theft. Security surveys, conducted by a certified law enforcement security specialist, are provided upon request, at no charge to the business owner or resident.
- **Vacation House Watch Program:** Residents who are traveling out-of-town may register for this program. Deputies will conduct periodic checks of their residence until their return.
- **Neighborhood Crime Prevention Program:** The Neighborhood Crime Prevention program liaison organizes and conducts crime prevention and security seminars at the request of neighborhood civic and condominium associations. We will also help facilitate any Neighborhood Crime Watch programs in which the residents wish to participate.
- **Identity Theft and Scam Prevention Program:** The Identity Theft and Scam Prevention program is designed to inform residents about identity theft and how to lessen their chances of becoming a victim of a scam. Residents are informed on the importance of shredding documents, awareness of suspicious individuals, protection of passwords and use of caution in revealing information. Our Shred-A-Thon to reduce identity theft event is incorporated into this program.
- **Enhanced Marine Law Enforcement Patrol Program:** The BSO Marine Patrol Unit participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdale-by-the-Sea. This grant allows for additional maritime patrols throughout the Town's waterways and adjacent ocean area.
- **Citizen Observer Patrol (COP) Program:** COP volunteers are local residents who receive public safety training. They are a tremendous asset to the Town of Lauderdale-by-the-Sea. COP members alternate assisting in administrative duties or patrolling local neighborhoods as an extra pair of eyes and ears to supplement deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.
- **Sexual Offender Tracking Program:** There are **no** individuals legally classified as a sexual offender residing within Town limits. The sex offender database is routinely checked by BSO to ensure compliance with State of Florida legal mandates. Existing municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within Town limits.
- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. The patrol bicycles were utilized for a total of 19.5 hours this month.

- **All-Terrain Vehicle Patrol:** The ATV / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol is instrumental in marine fisheries regulation enforcement and protection. Deputies used the ATV / Polaris for 276 miles and 40 hours this month.
- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Two (2) individuals required and was provided mental health services. Seven (7) individuals experiencing homelessness were contacted during the month. Six (6) refused services, one (1) received services, and two (2) were issued trespass warnings from commercial businesses.
- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. ***See Notable Incidents/Arrests below.***
- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website @ www.sheriff.org.
- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.
- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.
- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Palmer and Lieutenant Wesolowski to provide information to the public via social media. Follow us @BSOLBTS.

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

None in the month of June.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2306-000037
DATE/TIME: 06/01/2023 @ 2000hrs
LOCATION: 4655 Bougainvilla Dr
ARRESTEE: Michael P. Patton (w/m, 07/04/1960)
INCIDENT: Warrant Arrest
SUMMARY: Deputies Goodwin and Roach observed known subject Michael P. Patton riding a bicycle southbound N. Ocean Blvd., near the 5400 block. Deputies were aware subject Patton had an outstanding Broward County Writ to Arrest reference Civil Order, Child Support. Deputies encountered Patton at 4655 Bougainvilla Drive. The suspect was arrested and transported to the BSO Main Jail

CASE: 13-2306-000057
DATE/TIME: 06/02/23 @ 1036 hrs
LOCATION: 4300 N Ocean Dr
ARRESTEE: Ilisa Smukler W/F 2/23/62
INCIDENT: Warrant Arrest
SUMMARY: While conducting a traffic stop for a Suspended D/L Violation, a Records check revealed an active Capias for Leaving the Scene of an Accident, \$2500 bond. Transported to the BSO Main Jail.

CASE: 13-2305-000068
DATE/TIME: 6/02/2023 @ 1543 hrs
LOCATION: N Ocean Dr./Commercial Blvd.
VEHICLE1: 2021 Kia LXS
VEHICLE 2: 2019 Nissan Frontier
INCIDENT: Hit & Run
SUMMARY: V2 was stopped at the red light in the left turn lane eastbound on Commercial Blvd. & N Ocean Dr. V1 was westbound on Commercial Blvd from in front of Taco Craft. For unknown reasons, V1 continued west into the eastbound lanes striking V2 head-on. V1 backed up and fled west. V2 sustained left front damage. Upon review of the cameras in the area, V1 was last seen cutting through the Truist bank parking lot. Dep. Kratz checked the area and found V1 parked to the rear of 259 Commercial Blvd. with front end damage, right front flat tire and the hood was still warm. The owner was immediately located and contact was made in the apartment, where he admitted to the crash. The driver was issued citations for hit & run and failure to use due care.

CASE: 13-2306-000360
DATE/TIME: 05/29-06/11/2023 @ unknown
LOCATION: 5400 N. Ocean Blvd
SUSPECT: unknown
INCIDENT: Burglary-Residence
SUMMARY: The victim was out of town and had a friend check the residence. Upon checking the residence, the caretaker observed the rear sliding door slightly ajar. She then video conferenced the victim who advised that his laptop computer was missing. No other valuable items were disturbed or missing. The victim remains out of town. The scene was processed for forensic evidence. Investigation is ongoing.

CASE: 13-2306-000467
DATE/TIME: 6/15/2023 @ 0836 hrs.
LOCATION: El Mar Dr./Datura Av
VEHICLE 1 1999 Ford Escort SW
VEHICLE 2 2023 Volvo XC60
INCIDENT: HIT & RUN

SUMMARY: V2 was southbound entering the intersection of El Mar Dr/Datura Av, after stopping at the stop sign. While doing so, an unknown make/model older model greenish/bluish car made a left from north to west striking V2. Without stopping, V1 fled west. The driver of V2 along with two witnesses gave three different possible make/model of V1.

Dep Kratz conducted the investigative follow-up and was able to obtain camera footage of the crash from a nearby business. Det Koos utilized the LPR system and obtained a tag from the vehicle entering LBTS moments prior to the crash. While checking various last known Fort Lauderdale addresses for the vehicle, Dep Kratz learned that the driver & his vehicle were sitting in the parking lot of 1707 E Commercial Blvd. (Aldi's), where he located them. The suspect was contacted and advised he got scared and fled for no valid reason. It should be noted that after reviewing the camera footage, in-fact V2 pulled out into the path of V1 causing the crash. The driver was issued criminal citations for his involvement in the hit and run.

CASE: 13-2306-000530
DATE/TIME: 06/17/23 @ 0152hrs
LOCATION: 4400 El Mar Drive
ARESTEE: Michael McKay W/M 08/07/73
INCIDENT: Public Intoxication **ARREST**
SUMMARY: The above subject was arrested for disorderly intoxication after leaving the village pump and causing a disturbance. The suspect was arrested and transported to the BSO Main Jail.

CASE: 11-2306-002744
DATE/TIME: 6/17/2023 @ 0720 hrs.
LOCATION: 4500 El Mar Dr
VEHICLE 1: 2020 Hyundai Elantra
VEHICLE 2: 2015 Ford Expedition
INCIDENT: Hit & Run
SUMMARY: Deputy Kratz responded to a hit & run that just occurred in the El Prado parking lot. Witness advised that a red Hyundai Elantra backed into a parked white Ford Expedition and fled the scene. Deputy Kratz reviewed the Town's camera system along with the LPR system and located the subject vehicle. He then responded to the registered owner's home in Fort Lauderdale locating the vehicle and driver. The driver was identified and was issued citations for the incident.

CASE: 13-2306-000537
DATE/TIME: 6/17/2023 @ 0952 hrs.
LOCATION: Washington Av. & N Ocean Dr.
SUBJECT: Christopher V. Prestera W/M 10/18/1959
VEHICLE 1: 2017 Porsche Carrera 911
VEHICLE 2: 2005 Ford F150
INCIDENT: Crash/DUI Arrest
SUMMARY: Deputy Kratz responded to minor crash. V1 rolled forward at a red-light rear ending V2 very minor damage. The driver of vehicle 1 was found passed out behind the wheel. He was very unsteady on his feet; his eyes were red/watery and had a very strong odor of an alcoholic

beverage emitting from his breath. Roadside tests were performed, and the subject failed the roadside sobriety tests. He was placed under arrest for DUI and transported to the BAT where he refused the breath test. He still has an open DUI case from 2022. He was then transported to the Main Jail. His vehicle was towed by Sal's Towing.

CASE: 13-2306-000727
DATE/TIME: 06/23/2023 @ 2330hrs
LOCATION: 4321 N Ocean Dr (Walgreens)
SUSPECT: W/M Ruiz, Michael Anthony 5/15/95
INCIDENT: Retail Theft- **ARREST**
SUMMARY: A suspect entered the Walgreens Liquor store and removed a bottle of Tequila. The suspect left the store and the store clerk contacted BSO after the subject had left. An initial canvass of the area revealed negative results. Detective Koos was assigned the case for follow-up investigation. Through investigative means, Detective Koos identified the suspect, established a rapport with the suspect's family that resides in Pompano Beach. The detective learned that the suspect had a history of theft convictions; therefore enhancing the retail theft to a felony crime. Days after the theft, the family contacted Detective Koos and provided him information of the suspect's whereabouts in Pompano Beach. Koos then requested the assistance from the BSO Pompano Beach District and the suspect was located and arrested without incident. The suspect was transported to the BSO Main Jail.

CASE: 13-2306-000663
DATE/TIME: 06/22/2023 @ 0422hrs
LOCATION: 101 Commercial Blvd
ARRESTEE: Clarence Flournoy, BM 07/06/1985
INCIDENT: Felony Warrant arrest/Felony possession of weapon by convicted felon
SUMMARY: Deputy Almodovar made contact with the above subject who was loitering and trespassing. A records check revealed a Robbery/Battery Active arrest warrant. Subject is also and convicted felon and had a weapon (stun gun) on his person. The suspect was arrested and transported to the BSO Main Jail.

CASE: 13-2306-000920
DATE/TIME: 6/30/23 @ 2047 hrs
LOCATION: 1480 S. Ocean Blvd
ARRESTEE: Robert Turkowski (w/m 06/09/1952)
VEHICLE 1: 2003 Mazda Miata MX5
VEHICLE 2: 2022 BMW M8
INCIDENT: Crash/DUI Arrest
SUMMARY: Deputies responded to an accident with injuries. Upon arrival deputies encountered the suspect standing outside his 2003 Mazda Miata MX5 convertible with extensive front end damage. The deputies determined that the suspect showed signs of impairment, such as the smell of an alcoholic beverage emanating from his breath, bloodshot eyes, and slurred speech. The DUI Task Force responded to conduct a DUI investigation. The suspect failed the roadside sobriety exercises and refused a breath test. The subject was transported to Imperial Point Medical Center for medical clearance and then to the BSO Main Jail. Both vehicles were inoperable and towed by Sal's Towing.

MONTHLY ARREST LOGS:

F	Warrant-Possession of Controlled Substance Cathinones	4660	El Mar Dr
M	Warrant-Child Support	4655	Bougainvilla Dr
F	Leaving Scene of an Accident	4300	N Ocean Dr
M	DUI-Alcohol or Drugs 2nd Offense	4409	Seagrape Dr
M	Disorderly Intoxication	4400	El Mar Dr
M	DUI-Alcohol or Drugs 2nd Offense		Washingtonia AV/N Ocean Dr
M	Battery-Touch or Strike	4660	N Ocean Dr
M	Resist Officer-Obstruction w/o Violence	2	Commercial Blvd
M	Possession of Weapon by Convicted Felon	101	Commercial Blvd
F	Battery-Touch or Strike/Domestic Violence	4144	El Mar Dr
M	DUI-Alcohol or Drugs	1480	S Ocean Blvd
M	Retail Theft-3rd or Subsequent Offense (Felony)	2400	Atlantic Blvd (Walgreens 4319 N Ocean Dr

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2022 YTD	2023 YTD
AUTO THEFT	2	2	5	10
BURGLARY-BUSINESS	0	0	0	1
BURGLARY-CONVEYANCE	0	6	6	10
BURGLARY-RESIDENCE	1	0	4	1
BURGLARY-STRUCTURE	0	1	0	1
FORCIBLE SEX	0	0	0	0
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	3	1	4
HOMICIDE	0	0	0	0
ROBBERY	0	0	1	0
THEFT-GRAND	0	1	16	17
THEFT-PETIT	5	3	21	23
TOTALS	8	16	54	67

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	29
COP Hours Worked - Month	60
COP Patrol Miles - Month	157
COP Hours Worked - YTD	869
COP Patrol Miles - YTD	1503

COP Bike Patrol Hours - Month	0
COP Bike Patrol Hours - YTD	30

COP Beach Patrol Hours – Month	0
COP Beach Patrol Hours - YTD	117

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

	Month	2023 YTD
Reserve Deputy - Days Worked	7	34
Reserve Deputy - Hours Worked	62	271

MONTHLY STAFFING AND STATISTICAL REPORT:

The June 2023 Monthly Staffing and Statistical Report is attached.



Lauderdale by the Sea

Monthly Activity

June 2023

Reports/Calls	
Miscellaneous Service	
Event Reports	38
Accidents	15
Calls for Service	922

Traffic	
Types of Citation	
Non-Moving / Moving Citation	282
Parking	0
Warnings	162
Total Citations	444

Arrests	
Type of Arrest	
Felony	2
Misdemeanor	4
NTA	0
Warrant	2
DUI (Misdemeanor)	3
NIC (Felony)	0
NIC (Misdemeanor)	0
DV (Felony)	0
DV (Misd.)	1
Total Arrests	12

Time Worked	
Hours Worked	
Bike Patrol	7.5
Court Overtime	36
Training	9
Detached	52
Other Overtime	67
Days Worked	30

General	
FI	12
Truant	0
Truant Debriefed	0
Elder Link	0

Narrative	
ATV/UTV: 276 Miles / 40 Hours Reserve Deputies worked 7 shifts (62 hrs)	



**MONTHLY STAFFING AND STATISTICAL REPORT
LAUDERDALE-BY-THE-SEA DISTRICT
June 30, 2023**

CURRENT STAFFING ALLOCATIONS

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

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
Deputy Matthew Garner	20124	YMCA in Fort Lauderdale	D2C	4
Deputy Brian Swadkins	15817	YMCA in Fort Lauderdale	D2C	4
Deputy Jeffrey Bickel	15551	YMCA in Fort Lauderdale	D2C	4
Deputy Pedro Almodovar	18848	North Lauderdale	Temporary Detachment	40
			TOTAL	52

Operation Summer Splash Lauderdale by the Sea 2023 Review

Educational Material:

Date:	Educational Material Issued:
7/3/2023	5
7/11/2023	15
Grand Total	20

No Proof of Insurance:

Date:	Citations Issued:
7/3/2023	4
7/11/2023	5
Grand Total	9

Speeding Violations:

Date:	Citations Issued:	Warnings Issued:
7/3/2023	14	14
7/11/2023	2	5
Grand Total	16	19

Aggressive Driving Violations:

Date:	Citations Issued:	Warnings Issued:
7/3/2023	0	0
7/11/2023	0	0
Grand Total	0	0

Move Over Violations:

Date:	Citations Issued:	Warnings Issued:
7/3/2023	0	0
7/11/2023	0	0
Grand Total	0	0

Moving Violations:

Date:	Citations Issued:	Warnings Issued:
6/19/2023		
7/3/2023	1	1
7/11/2023	9	8
Grand Total	10	9

Non-Moving Violations:

Date:	Citations Issued:	Warnings Issued:
7/3/2023	4	16
7/11/2023	12	25
Grand Total	16	41

Arrests/Criminal Citations:

Date:	DUI Arrests:	CAPIAS Arrests:	DWLS Arrests:	OTHER Arrests:
7/3/2023	0	0	0	0
7/11/2023	0	0	0	0
Grand Total	0	0	0	0

7/3/23 - Lauderdale by the Sea
7/11/23 - Lauderdale by the Sea



LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS (2 Mile Radius) – JUNE 2023



**ANTHONY
MANGANO JR.**

11/08/1965

2751 NE 58th St

Fort Lauderdale, FL 33308

SEX OFFENSE, OTHER
STATE (ATTEMPTED
DISSEMINATE
INDECENT MATERIAL
TO MINORS 1ST
DEGREE)
(GUILTY/CONVICTED –
11/20/2003)
New York, NY



**MICHAEL DAVID
SCHEMEHL**

05/26/1974

4141 Bayview Dr.

Ft. Lauderdale, FL 33308

SEX OFFENSE,
OTHER STATE
(SEXUAL ASSAULT)
(GUILTY/CONVICTE
D – 08/26/1998)
Bucks, PA



ANGEL MAURY

01/22/1966

4011 N Ocean Blvd. #314
Fort Lauderdale, FL 33308

SEX BAT/COERCES BY THREAT,
F.S. 794.011(4)(b)

SEX BAT BY ADULT/VCTM
UNDER 12; F.S. 794.011(2) **TIMES 2**

Lewd or lascivious molestation victim
under 12 years offender 18 or older; F.S.
800.04(5)(b) ((2 COUNTS)) **TIMES 2**

Lewd, Lascivious batt sex w/ victim 12-
15 years old; F.S. 800.04(4)(a) **TIMES 2**

Unlawful Sexual Activity with Certain
Minors 16/17 yr old; F.S. 794.05(1)

(GUILTY/CONVICTED –
10/28/2013)
Broward, FL



LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS (2 Mile Radius) – JUNE 2023



ANDREW WALKER HARRIS

08/07/1964
4221 N Ocean Blvd. #313 Fort
Lauderdale, FL 33308
SEX BAT BY ADULT/VCTM
UNDER 12; F.S. 794.011(2)
(PRINCIPAL IN ATTEMPT)
LEWD, LASCIVIOUS CHILD
U/16; F.S. 800.04 (PRINCIPAL)
Guilty/Convicted - 10/04/1990
Broward, FL



BRADLEY E DALZELL

10/30/1970
2609 NE 32nd AVE APT. A
Fort Lauderdale, FL 33306
800.04(4)(A) LEWD OR
LASCIVIOUS BATTERY; SEX
WITH VICTIM 12 TO 15
Guilty/Convicted - 11/15/2004
Lake, FL



LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS (2 Mile Radius) – JUNE 2023



MURPHY HANDY

11/04/1956

1500 S Ocean Blvd. Apt: 1105 Pompano Beach, FL 33062

ABSCONDED FROM PROBATION

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

(GUILTY/CONVICTED – 09/21/1995)

Broward, FL

Advised by the property
manager that Handy
does not reside there.
(YR 2022)



BROWARD SHERIFF'S OFFICE

LAUDERDALE BY THE SEA

TRAFFIC ANALYSIS



JANUARY TO JUNE

	2022	2023	DIFF
CRASHES	89	78	-12%
CITATIONS	1354	2417	79%

2022	
TOP CRASH LOCATIONS	TOTAL
4399 N OCEAN DR	14
4199 N OCEAN DR	7
COMMERCIAL BLVD/E TRADEWINDS	6
223 COMMERCIAL BLVD	5
200 BASIN DR	5

2022	
TOP CITATION LOCATIONS	TOTAL
4399 N OCEAN DR/COMMERCIAL BLVD	251
4499 SEAGRAPE DR/ALGIERS AV	107
4599 EL MAR DR/WASHINGTONIA AV	73
4099 BOUGAINVILLA DR/HIBISCUS AV	71
4399 BOUGAINVILLA DR/COMMERCIAL BLVD	70

2023	
TOP CRASH LOCATIONS	TOTAL
N OCEAN DR/COMMERCIAL BLVD	17
4599 N OCEAN DR	4
COMMERCIAL BLVD/W TRADE WINDS AV	3
4399 EL MAR DR	3
4699 N OCEAN DR	2

2023	
TOP CITATION LOCATIONS	TOTAL
4399 N OCEAN DR/COMMERCIAL BLVD	501
4399 W TRADE WINDS AV/COMMERCIAL BLVD	324
249 COMMERCIAL BLVD/E TRADE WINDS AV	187
199 HIBISCUS AV/BOUGAINVILLA DR	140
4299 SEAGRAPE DR/LAKE CT	83



BROWARD SHERIFF'S OFFICE

LAUDERDALE BY THE SEA

TRAFFIC ANALYSIS BY MONTH



LAUDERDALE BY THE SEA CRASHES & CITATIONS

	JAN		FEB		MAR		APR		MAY		JUN		2022	2023	
	2022	2023	2022	2023	2022	2023	2022	2023	2022	2023	2022	2023	YTD	YTD	DIFF
CRASHES	13	12	12	10	16	15	22	10	19	13	7	18	89	78	-12%
CITATIONS	163	252	216	462	325	510	295	332	216	409	139	452	1354	2417	79%



BROWARD SHERIFF'S OFFICE

LAUDERDALE BY THE SEA

JAN - JUN 2022



89 CRASHES

1354 CITATIONS

The majority occurred on Commercial Blvd



BROWARD SHERIFF'S OFFICE

LAUDERDALE BY THE SEA

JAN - JUN 2023



78 CRASHES

2417 CITATIONS

The majority occurred
on Commercial Blvd



BROWARD SHERIFF'S OFFICE

LAUDERDALE BY THE SEA

CALLS FOR SERVICE BREAKDOWN



2023 TOP CALLS FOR SERVICE

68-POLICE SERVICE CALL	1793
10-50 TRAFFIC STOP	1344
911 HANG UP/DROP OFF	386
73-TRAFFIC/PARKING COMPLAINT	324
14-INFORMATION	217

2023 TOP LOCATIONS

4500 EL MAR DR	299
4513 N OCEAN DR	215
2 COMMERCIAL BLVD	169
1 COMMERCIAL BLVD	137
COMMERCIAL BLVD / N OCEAN DR	113

TOP 5 CFS - JAN

68-POLICE SERVICE CALL	374
10-50 TRAFFIC STOP	133
73-TRAFFIC/PARKING COMPLAINT	60
911 HANG UP/DROP OFF	43
14-INFORMATION	40

TOP 5 CFS - FEB

68-POLICE SERVICE CALL	312
10-50 TRAFFIC STOP	255
73-TRAFFIC/PARKING COMPLAINT	65
911 HANG UP/DROP OFF	56
13I-SUSPICIOUS INCIDENT/PACKAGE	42

TOP 5 CFS - MAR

10-50 TRAFFIC STOP	295
68-POLICE SERVICE CALL	272
73-TRAFFIC/PARKING COMPLAINT	72
911 HANG UP/DROP OFF	70
76-AOA (ASSIST OTHER AGENCY)	36

TOP 5 CFS - APR

68-POLICE SERVICE CALL	249
10-50 TRAFFIC STOP	175
911 HANG UP/DROP OFF	67
76-AOA (ASSIST OTHER AGENCY)	47
73-TRAFFIC/PARKING COMPLAINT	41

TOP 5 CFS - MAY

68-POLICE SERVICE CALL	338
10-50 TRAFFIC STOP	187
911 HANG UP/DROP OFF	79
14-INFORMATION	54
73-TRAFFIC/PARKING COMPLAINT	49

TOP 5 CFS - JUN

10-50 TRAFFIC STOP	299
68-POLICE SERVICE CALL	248
911 HANG UP/DROP OFF	71
73-TRAFFIC/PARKING COMPLAINT	37
13I-SUSPICIOUS INCIDENT/PACKAGE	37



Agenda Item No: 7.c.

Town Commission Agenda Item Report

Meeting Date: July 25, 2023

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: VFD June 2023 Report

Explanation: VFD June 2023 report prepared by Chief Judson Hopping.

Recommendation:

Exhibits:

1. VFD June 2023 Report



Town of Lauderdale-By-The-Sea Fire Department Monthly Report June 2023

Overview

During the month of June 2023, the Volunteer Fire Department continued its focus on fire prevention for high-rise buildings and commercial properties. There were 46 fire inspections, 2 re-inspections, and 3 complaints that were addressed.

Responses:

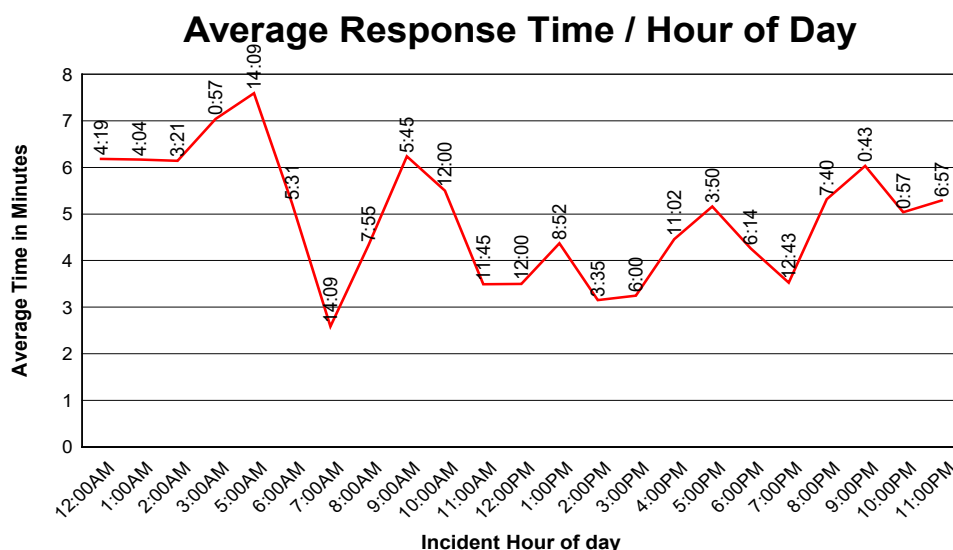
The Volunteer Fire Department responded to 54 fire rescue calls within the limits of our contract.

Emergency 911 Calls

Fire/Rescue	40
EMS	72

- Of the 40 emergency fire calls dispatched, there were 19 fire alarms, 1 dumpster fire, 3 electrical fires, 2 elevator rescues, 6 vehicle accidents, 4 possible drownings, and 5 “other” fires.
- There were 72 medical 911 calls for June 2023. The department was dispatched to 14 of those calls, of which, 5 were cleared by M12. E12/OR212 assisted M12/212 on 6 of those calls and provided 1st responder/BLS care until M12/212’s arrival on 3 of those calls.

Total
Number
of
Incidents
112 Total



Total
Average
Response
Time -
5:01



Town of Lauderdale-By-The-Sea

Fire Department Monthly Report

June 2023

Training and Staffing:

The Volunteer Fire Department had 10 Regular in-town, and 26 Associate out-of-town members for a total of 36 active members.

	Regular In - Town	Associate Out of Town
Active Members	10	26
Fire 1 non-certified	0	0
Fire 1 Certified	2	0
Fire II Certified	8	26

There were 2 fire drills, 3 in-house training sessions, 12 inspections, and 1 public education presentation given for a total of 187 hours spent on training in June.

Training

Firefighter Drills & In-Service training	133 Hours
Target Solution On-Line training.	22 Hours
Fire Prevention/Public Service	32 Hours
Total Hours	187 Hours

A total of 2,671.50+ hours were spent on station shifts, and ocean rescue patrol.

Station Hours

Firefighter Station Watch	1,712 Hours
Ocean Rescue patrol	215.5 Hours
Chief on Duty/Command	744 Hours
Total Hours	2,671.50 Hours

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

Respectfully,

Judson Hopping
Judson Hopping,
Fire Chief

Date	Type of event	Event description	Start time / Alarm	End time	NbPersonnel
01-Jun-23	Fire/Rescue	HAZARDOUS CONDITION	3:31 PM	4:30 PM	5
03-Jun-23	Fire/Rescue	ACCIDENT WITH INJURIES	2:08 AM	2:33 AM	1
03-Jun-23	Fire/Rescue	BOAT ACCIDENT - WATER RESCUE	5:05 AM	5:53 AM	2
03-Jun-23	Fire/Rescue	ELECTRICAL UTILITY FIRE	8:20 PM	8:36 PM	4
06-Jun-23	Fire/Rescue	FIRE ALARM	8:25 AM	9:23 AM	5
06-Jun-23	Medical	CARDIAC ARREST	2:58 PM	3:11 PM	5
06-Jun-23	Fire/Rescue	OPEN WATER BOAT	9:40 AM	10:23 AM	5
07-Jun-23	Fire/Rescue	FIRE ALARM	1:35 PM	2:49 PM	6
09-Jun-23	Fire/Rescue	FIRE ALARM	8:01 AM	8:09 AM	9
09-Jun-23	Fire/Rescue	FIRE ALARM	8:20 AM	8:31 AM	9
10-Jun-23	Fire/Rescue	FIRE ALARM	8:51 PM	9:08 PM	3
10-Jun-23	Fire/Rescue	DUMPSTER FIRE	1:31 PM	2:02 PM	5
10-Jun-23	Fire/Rescue	ACCIDENT WITH INJURIES	1:17 PM	2:22 PM	5
10-Jun-23	Medical	FALL INJURY	9:34 PM	10:20 PM	3
11-Jun-23	Fire/Rescue	VEHICLE VS TREE	2:23 AM	2:45 AM	3
12-Jun-23	Fire/Rescue	LIFT ASSIST	8:37 AM	8:56 AM	5
14-Jun-23	Fire/Rescue	ACCIDENT WITH INJURIES	10:10 PM	10:30 PM	6
14-Jun-23	Fire/Rescue	ELEVATOR RESCUE	8:29 AM	9:13 AM	7
14-Jun-23	Medical	CHEST PAIN	8:31 AM	9:13 AM	7
04-Jun-23	Fire/Rescue	FIRE ALARM	6:12 PM	6:28 PM	6
15-Jun-23	Fire/Rescue	FIRE ALARM	10:27 AM	10:54 AM	6
15-Jun-23	Fire/Rescue	FIRE ALARM	11:36 AM	11:54 AM	6
16-Jun-23	Medical	FALL INJURY	10:24 AM	10:58 AM	4
05-Jun-23	Fire/Rescue	SERVICE CALL	10:30 AM	10:44 AM	4
12-Jun-23	Fire/Rescue	FIRE ALARM	12:07 AM	12:28 AM	4
12-Jun-23	Fire/Rescue	FIRE ALARM	2:32 AM	3:02 AM	4
04-Jun-23	Medical	MEDICAL ALARM	5:11 PM	6:28 PM	6
04-Jun-23	Medical	FALL INJURY	11:18 AM	12:15 PM	5
12-Jun-23	Fire/Rescue	LIFT ASSIST	3:52 PM	4:12 PM	4
13-Jun-23	Fire/Rescue	FIRE ALARM	12:35 PM	12:52 PM	5
14-Jun-23	Medical	FALL INJURY	7:02 AM	7:06 AM	6
16-Jun-23	Medical	FALL INJURY	10:24 AM	10:58 AM	4
18-Jun-23	Fire/Rescue	ACCIDENT WITH INJURIES	1:27 PM	2:20 PM	4
18-Jun-23	Medical	FALL INJURY	6:39 AM	7:25 AM	4
19-Jun-23	Fire/Rescue	DROWNING	3:08 PM	3:19 PM	6
19-Jun-23	Fire/Rescue	FIRE ALARM	1:52 PM	2:50 PM	5
19-Jun-23	Fire/Rescue	FIRE ALARM	10:29 AM	10:46 AM	5
19-Jun-23	Fire/Rescue	FIRE ALARM	3:55 PM	4:22 PM	7
20-Jun-23	Fire/Rescue	FIRE ALARM	7:04 PM	7:35 PM	5
21-Jun-23	Medical	UNKNOWN MEDICAL	9:13 AM	9:19 AM	5
23-Jun-23	Fire/Rescue	HAZARDOUS CONDITION	11:37 AM	12:25 PM	4
25-Jun-23	Medical	LIFT ASSIST	7:20 AM	7:45 AM	8
25-Jun-23	Medical	FALL INJURY	7:59 PM	8:23 PM	4
26-Jun-23	Fire/Rescue	FIRE ALARM	8:14 AM	8:29 AM	6
27-Jun-23	Medical	SICK PERSON	11:26 AM	11:38 AM	5
27-Jun-23	Fire/Rescue	ACCIDENT WITH INJURIES	10:50 AM	11:15 AM	6
28-Jun-23	Fire/Rescue	UNKNOWN HAZARD	6:50 PM	6:51 PM	4
29-Jun-23	Fire/Rescue	ELECTRICAL UTILITY FIRE	5:11 PM	5:23 PM	7
29-Jun-23	Fire/Rescue	FIRE ALARM	10:14 AM	10:52 AM	5
30-Jun-23	Fire/Rescue	FIRE ALARM	5:26 AM	5:39 AM	6
30-Jun-23	Fire/Rescue	FIRE ALARM	9:21 AM	9:35 AM	6
30-Jun-23	Fire/Rescue	HAZARDOUS CONDITION	12:20 PM	1:22 PM	5
30-Jun-23	Fire/Rescue	ACCIDENT WITH INJURIES	8:47 PM	9:23 PM	7

VFD Active member current EMS certs

Name	EMS certificate	Certificate number	Valid until
Bias, Jonathan	CPR for healthcare provider		11/1/2023
Bitar, Kalyne	CPR for healthcare provider		5/1/2024
Bolen, Angello	EMT-B (FL)	EMT 572364	10/1/2024
Carlton, Ryan	EMT-B (FL)	EMT 565571	12/1/2024
Chavez, Daniel	Paramedic (FL)	PMD 526343	12/31/2025
	Paramedic (FL)	PMD 526343	12/1/2025
	ACLS (Advance Cardiac Life Support)		9/1/2025
Cowles, James	CPR for healthcare provider		9/1/2023
Crow, Mark	CPR for healthcare provider		5/1/2025
DaSilva, Gabriel	EMT-B (FL)	EMT 571346	12/1/2024
	CPR for healthcare provider		8/1/2024
Ferreria, Paul	CPR for healthcare provider		4/1/2024
Harbinson, Dylan	EMT-B (FL)	EMT 581362	12/25/2023
	CPR for healthcare provider		4/1/2025
Hernandez, Rosa	CPR for healthcare provider		9/1/2023
Hopping, Judson	EMT-B (FL)	EMT 305118	12/1/2024
	CPR for healthcare provider		9/1/2023
Horan, Sean	CPR for healthcare provider		2/1/2025
Johnson, Scott	EMT-B (FL)	EMT 55132	12/1/2024
	Paramedic (FL)	PMD 9898	12/1/2024
	CPR for healthcare provider		2/1/2024
Kane, Mark	EMT-B (FL)	EMT 532277	12/1/2024
Kurjiaka, Alexander	CPR for healthcare provider		10/1/2023
Kurtzman, Lloyd	Paramedic (FL)	PMD 507528	12/1/2024
Lutz, Alex	EMT-B (FL)	EMT 566714	12/1/2024
	Paramedic (FL)	PMD 539923	12/1/2024
	CPR for healthcare provider		8/1/2023
Maggard, Dylan	CPR for healthcare provider		4/24/2024
	ACLS (Advance Cardiac Life Support)		4/24/2024
	PALS (Pediatric Advance Life Support)		4/24/2024
Mangin, Andrew	EMT-B (FL)	EMT 531969	12/1/2024
	Paramedic (FL)	PMD 523361	12/1/2024
	CPR for healthcare provider		9/1/2023
McGee, Tory	Paramedic (FL)	PMD 527170	12/1/2024
	CPR for healthcare provider		11/30/2024
Moreno, Logan	CPR for healthcare provider		9/1/2023
Nemia, John	EMT-B (FL)	EMT 572926	12/1/2024
	CPR for healthcare provider		9/1/2023
Paine, Riley	CPR for healthcare provider		4/1/2025
Paine, Stephen	CPR for healthcare provider		4/1/2025
Piper, Kyle	EMT-B (FL)	EMT 566835	12/1/2024
	CPR for healthcare provider		8/1/2023
Ritchey, Dylan	CPR for healthcare provider		2/1/2024
Samler, Jr., Thomas	EMT-B (FL)	EMT 571516	12/1/2024
Silverstone, James	CPR for healthcare provider		10/1/2023
Smith, Christopher	CPR for healthcare provider		4/1/2025
Swerdloff, Tyler	CPR for healthcare provider		2/1/2024
Tinghino, James	EMT-B (FL)	EMT 577249	12/1/2024
Wieske, Julia	EMT-B (FL)	EMT 577886	
	CPR for healthcare provider		8/1/2023



Agenda Item No: 8.a.

Town Commission Agenda Item Report

Meeting Date: July 25, 2023

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: Development Services Report- Quarter 2

Explanation: Please see attached Development Services report.

Recommendation: N/A

Exhibits:

1. DSD Quarterly Report- FY 22



DEVELOPMENT SERVICES QUARTERLY REPORT JANUARY 2023- APRIL 2023



Business Tax Receipt Activities

- 19 New businesses opened; 9 applications were received.

New Businesses Opened

BTR License Number	Type of Business	Date Opened	Business Name	Street Number	Street Name	Suite
2665	Rental Property	2/15/2023	Homestead Financial Mortgage (Dba)	4344	E. Tradewinds Ave.	
2683	Vacation Rental	1/6/2023	Rhino Real Estate, LLC	1984	Sailfish Pl.	
2686	Rental Condo	2/17/2023	Cristina And Alexandro Bucur-Drugan	6000	N. Ocean Blvd.	7B
2692	Condo Rental	2/10/2023	Marylou Sparks	6000	N. Ocean Blvd.	1D
2729	Vacation Rental	1/23/2023	Royal Imperial Group, LLC	259	Miramar Ave.	
2731	Vacation Rental	1/31/2023	Ocean Mist Property LLC	2049	Ocean Mist Dr.	
2733	Vacation Rental	1/31/2023	Estihomes LLC	224	Codrington Dr.	
2748	Vacation Rental	2/14/2023	Rose And George Stanley	4641	Bougainvilla Dr.	
2751	Pet Grooming/ Merchant	2/22/2023	Tails By The Sea Pet Grooming	263	Commercial Blvd.	1
2757	Vacation Rental	2/21/2023	Fortune Properties LLC	2049	Tropic Isle	
2764	Vacation Rental	2/21/2023	Stacy Santayana	220	Codrington Dr.	
2768	Short Term Rental	2/14/2023	Fortune Properties LLC	4204	N. Ocean Dr.	4
2773	Vacation Rental	2/8/2023	Svetlana Bryzgalova	1985	Windward Dr.	
2774	Vacation Rental	1/23/2023	Zoey By The Sea, LLC	3220	Oleander Way	
2776	Vacation Rental	1/24/2023	Posh VR li LLC	241	Bombay Ave.	

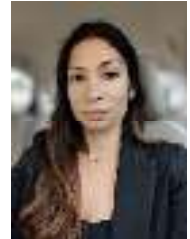
BTR License Number	Type of Business	Date Opened	Business Name	Street Number	Street Name	Suite
2777	Vacation Rental	1/24/2023	Super Host Ventures LLC	4506	W. Tradewinds Ave.	
2778	Long-Term, Single-Family Rental	3/28/2023	TAO9999 INC	1973	Coco Palm Pl.	
2781	Short Term Rental	3/30/2023	Patrick Clark Ryan	4600	Seagrape Dr.	
2783	Vacation Rental	4/5/2023	Edward Alvarez	250	Miramar Ave.	

Development Services – The following Development Services Division items were addressed during the reporting period.

Address	Issue
4200 N. Ocean Drive	Conditional Use- Duplex
291 Imperial Lane	Variance- Fence
234 Avalon Avenue	Level 2 Administrative Adjustment
Marine Structures Ordinance	Update Language

Development Updates- The following projects are currently being reviewed by the Development Services Department.

Assistant Director of Development Services- Development Services is excited to welcome our new Assistant Director. Mrs. Muriel Ramirez recently joined our team and brings with her prior experience of working in larger municipalities working as a senior planner and economic development manager. Muriel also trained as an architect at Florida International University. Our team is excited to welcome Muriel and is happy for the contributions to the team she has already made since coming on board.



Sea Lord Hotel- The Sea Lord Hotel is currently under site plan review for modifications made to the rooftop of the building. A stop work order was issued for the rooftop area of the property due to a deviation in site plan from the approved design. Since the stop work order was issued, the property owner has submitted a site plan modification application to account for the proposed changes. The submission has not yet been approved to be able to move forward to a citizen participation meeting and is still undergoing the required rounds of review necessary to put forth a code and charter compliant submission. Once the submission is approved, the application will be scheduled for citizen participation and subsequently before the Planning and Zoning Board and Town Commission for final approval.

Anglin Pier- The Pier was severely damaged and rendered inoperable last year due to Tropical Storm Nicole. Since that time, Staff has been in communication with the property owner and owner representatives regarding the Pier and plans for its future. As of today, the Pier owner intends to rebuild the Pier. Currently, the required environmental surveys are being completed so that plans can be submitted to the required state and federal agencies for review. Staff will continue to bring the Pier before the Special Magistrate for status updates to ensure that the project advances at a satisfactory rate.

Other Applications

Development Services Applications

Type	Number
ROW Permit	6
Lien Search Requests	138
Landscape Permit	2
Sign Permit	14
Conditional Use	1
Administrative Adjustment	1
Architectural Review	6

CODE COMPLIANCE ACTIVITIES

Code Compliance hearings are held on the 4th Thursday of every month.

Code Activity Summary	
Case Inspections	
New Incidents Investigated	139
Total Inspections Completed	355
Cases with Active Violations	
Under Magistrate Jurisdiction	39
Under Code Office Jurisdiction	54
Liens with Active Violations	22
Total Cases with Active Violations	9
Vacation and Short-Term Rentals	
Registered Units	129

BUILDING DEPARTMENT AND ZONING ACTIVITIES

A list of the Building Department permits activity and fees collected during the reporting is noted below. The total amount of funds collected was \$670,957.85.

	January -April 2023
Permit Applications	489
Permits Issued	694
Permits over \$100,000	27
Inspections Completed	1733
Funds Collected	\$670,957.85

PERMITS WITH JOB COST OVER \$100,000				
Address	Work Description	Owner	Valuation	Fees Collected
1800 S OCEAN BLVD	PROVIDE AND INSTALL HVAC SYSTEM W/ ELECTRICAL COMPONENTS	HAMPTON BEACH CLUB CONDOMINIUM S	\$2,749,717	\$58,267
4306 EAST TRADEWINDS AVENUE	NEW DUPLEX CONSTRUCTION	HUBBARD, MICHAEL STADLER, KAI	\$2,069,250	\$25,389
1530 SOUTH OCEAN BOULEVARD	CONCRETE REPAIRS TO EXTERIOR COMMON AREA	OCEAN EAST APARTMENTS	\$931,551	\$29,433
1620 S OCEAN BLVD	DEMOLITION OF EXISTING POOL & BUILD NEW POOL SHELL	OCEAN COLONY CONDO ASSOCIATION	\$798,750	\$12,782
1900 SOUTH OCEAN BOULEVARD	RE-ROOFING GAF SINGLE PLY SYSTEM	OCEAN PLACE AT LAUDERDALE BY THE SEA CONDO ASSOCIATION INC	\$722,943	\$11,698
1700 SOUTH OCEAN BOULEVARD PHB	INTERIOR REMODEL OF PENTHOUSE	DIAS, ALEXANDRE GIBBONS, JOHN M	\$707,475	\$22,289
1431 SOUTH OCEAN BOULEVARD 43	INTERIOR RENOVATION	MICHAEL BASIL	\$596,750	\$19,158
1430 SOUTH OCEAN BOULEVARD	RETROFIT OF FIRE ALARM SYSTEM	CRISTELLE CAY CONDO	\$268,000	\$9,247
234 AVALON AVE	BEDROOM KITCHEN ADDITION AND REMODEL	234 AVALON AVE LLC	\$244,000	\$7,998
1800 S OCEAN BLVD	REMOVE AND REPLACE PORTIONS OF WALLS IN MULTIPLE UTILITY CLOSETS	HAMPTON BEACH CLUB CONDOMINIUM S	\$234,116	\$5,116
214 -216 PINE AVENUE	FOR UNIT 216 - CLOSE IN SCREEN PORCH AND REMODEL KITCH / BATHS & INSTALL NEW WINDOWS AND DOORS.	D'AMATO, ANTONIO & OUELLET, MARCEL & FERNANDE L	\$228,667	\$5,278
4105 NORTH OCEAN DRIVE 1-7	CONCRETE RESTORATIONS	4051 N OCEAN LLC	\$225,000	\$4,726
4324 SEAGRAPE DR 1-4	PRELIMINARY REVIEW UNIT 4 UPGRADES TO	ISLA BELLA LLC	\$222,000	\$750

PERMITS WITH JOB COST OVER \$100,000				
Address	Work Description	Owner	Valuation	Fees Collected
	ELECTRICAL/MECH/PLUMB/EXTERIOR STAIRS			
4300 EL MAR DRIVE APT. 1	RE-ROOF OF EXISTING ROOF -	WINTER COLONY INC	\$215,000	\$3,411
2000 S OCEAN BLVD	INSTALLATION OF STAIR PRESSURIZATION SYSTEM	ROYAL COAST CONDO ASSN INC	\$210,000	\$6,843
4558 BOUGAINVILLE DRIVE 1-3	COMPLETE INTERIOR RENOVATIONS (MEPS) +WINDOWS & DOORS	4558 BOUGAINVILLE DRIVE LLC	\$192,575	\$6,411
5100 NORTH OCEAN BOULEVARD 1415	CONDO UNIT RENOVATION	LORETTA BELL REV TR BELL, LORETTA TRS	\$190,000	\$6,319
5100 N OCEAN BLVD 907	INTERIOR RENOVATIONS - KITCHEN & (2) BATHROOMS RENOVATIONS	ANTONIO TAURASI FAMILY TR	\$170,000	\$5,524
1800 SOUTH OCEAN BOULEVARD 209	UNIT RENOVATION - 3 BATH, KITCHEN, FLOOR, LAUNDRY ROOM	RANERI, DORIS RANERI REV TR	\$150,000	\$5,057
4443 WEST TRADEWINDS AVENUE	SEAWALL, DOCK AND BOATLIFT	COHEN, DAVID B & DEBRA J	\$133,000	\$3,263
1620 SOUTH OCEAN BOULEVARD 2K	REMODEL KITCHEN, BATH AND LIVINGROOM PROJECT NUMBER	LAWLEY, WILLIAM J JR	\$131,600	\$4,585
4225 EL MAR DRIVE	INSTALL 3 FIRE RATED DOORS, 5AC UNITS SPLIT SYSTEM AHU AND CU 50, INSTALL DUCTS AND SUPPLIES.	K M & BUSCHBAUM INC	\$128,000	\$8,473
259 LOMBARDY AVENUE	RESIDENTIAL REMODELING	J & L CAPITAL PARTNERS LLC	\$125,000	\$4,468
1800 SOUTH OCEAN BLVD	BDA PROJECT NUMBER: 997143	HAMPTON BEACH CLUB CONDOMINIUMS	\$125,000	\$1,781
2024 TROPIC ISLE	NEW ADDITION WITH NEW ROOF AND INTERIOR RENOVATION	KULISEK, RON	\$120,000	\$4,546
5000 NORTH OCEAN BOULEVARD 511	RENOVATION AS PER PLANS - NEW KITCHEN, NEW FLOORING, NEW BATHROOMS	STERNE, BEVERLEY RUBY	\$114,000	\$3,152
1967 SOUTH OCEAN BOULEVARD	REROOF	THE VILLAGE BY THE SEA CONDO APTS, SEC A & B, INC. UNIT 201 BLDG	\$109,675	\$1,793

PERMITS WITH JOB COST OVER \$100,000				
Address	Work Description	Owner	Valuation	Fees Collected
		A PER CDO BK/PG: 3378/53		

Jhanelle M. Campbell

Jhanelle Campbell, Development Services Director





Agenda Item No: 8.b.

Town Commission Agenda Item Report

Meeting Date: July 25, 2023

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report

Explanation:

Following is the Town Manager's report for July 25, 2023.



1. Downtown Enhancement Project

The Downtown enhancement project has begun. Commercial Boulevard between Ocean Drive and El Mar Drive has been blocked and fencing is being placed to protect a pedestrian path to provide visitors to the downtown access to all of the meetings. Prior to the construction beginning, I spoke with all of the businesses to update their contact information and ensure they were aware of the construction starting. We have scheduled meetings with the businesses on Monday and Thursday mornings to discuss the construction and receive their input. We will be placing yard signs and additional banners to ensure the public is aware that the downtown remains open for business.

2. Codrington Drive Drainage

While we are talking about construction, the Codrington Drive drainage project is nearing completion. The infrastructure has been placed, the roadway has been restored and all of the driveways that were disturbed during the construction project have been replaced. Landscaping has been installed and we anticipate the last layer of asphalt will be poured, weather permitting. The project, which will be completed by the end of July, is \$100,000 under budget.



3. 75th Anniversary Update

Staff is moving forward with selecting new merchandise with our 75th logo for the upcoming year. On the Committee's recommendation, we have also scheduled a meeting with a local artist to develop some fun ideas to highlight our 75th anniversary throughout the town. Stay tuned for more details in the near future.

4. Volunteer Fire Department and AMR Recognition

The Town recognizes the dedication of the VFD throughout our 75 years and we couldn't say goodbye without a small celebration of service. To that end, invitations were sent to all former VFD members and LBTS AMR employees for an appreciation celebration occurring before the August 15th Commission meeting. We look forward to recognizing these important members of our community on the 15th.

5. Community Center Summer Break

The Town's Community Center calendar is always packed with activities such as dancing, art classes and language classes. You can always find a group from the center socializing on the patio or playing a game of ping pong. However, the center is going to enjoy summer recess from July 20 through August 6th. This will give Armelio and his team of volunteers time to relax and get re-energized for the upcoming season of fun events!

6. Upcoming Meetings

July 28	Special Magistrate Meeting	5:00 pm
August 15	Regular Town Commission	6:30 pm
September 13 (Wednesday)	Town Budget Meeting	5:30 pm
September 13 (Wednesday)	Regular Town Commission	6:30 pm

Recommendation: N/A

Exhibits: None



Agenda Item No: 10.a.

Town Commission Agenda Item Report

Meeting Date: July 25, 2023

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Approval of Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title: Approval of Minutes for June 27, 2023 Commission Workshop and Regular Commission Meeting

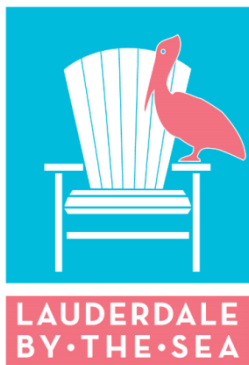
Explanation: Approval of Minutes for the following Meetings:

- June 27, 2023 Commission Workshop
- June 27, 2023 Regular Commission Meeting

Recommendation: Approve

Exhibits:

1. 6-27-23 Commission Workshop Minutes
2. 6-27-23 Regular Commission Meeting Minutes



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
WORKSHOP MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, June 27, 2023
5:30 PM

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 5:30 p.m. Also present were Vice Mayor Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Theo Pouloupoulos, Commissioner Randy Strauss, Town Manager Linda Connors, Town Attorney Susan Trevarthen, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, Director of Budget and Finance Lucila Lang, Development Services Director Jhanelle Campbell, Special Events and Marketing Coordinator Katie Anderson, and Town Clerk Katrina Adler.

2. PUBLIC COMMENT

At this time Mayor Vincent opened public comment.

Steve D’Oliveira, resident, advised that the *Sea Shorts* play festival is presented twice a year at the Community Center. He requested additional funding for this program in fiscal year (FY) 2023-2024, as they hope to present a third show. The program is successful and involves a number of the Town’s senior citizens as participants. *Sea Shorts* is presented free of charge to the community.

Brenda Ulbach, resident, explained that she operates the theater arts program at the Community Center. The *Sea Shorts* plays are submitted by local playwrights. She hoped to expand the program by adding performances of a published play, which requires payment for performance rights. This cost is \$125 per performance, and six performances are proposed. She and Mr. D’Oliveira are requesting \$1000, which would pay for the performance rights and provide another \$250 for construction of a set. The intent is to be able to present the play with no admission fee.

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

3. DISCUSSION ITEM

- **FY 2023-2024 Budget Presentation**

Town Manager Linda Connors recalled that at the May 23, 2023 workshop meeting, Staff explained the budget process and spoke with the Commission regarding the standard costs required to retain the Town's level of service in FY 2023-2024. They also discussed proposed enhancements in several Departments, and requested feedback from the Commission as well.

Tonight's meeting will address a list of proposed budget enhancements, which has been provided to the Town Commission for discussion and any potential changes. Staff asks that the Commission prioritize these enhancements.

County figures on the Town's assessed property values are expected to be provided the following week, which will give Staff a better idea of the funding available in FY 2023-2024. With this information, they will be able to inform the Commission of where the Town stands on the proposed enhancements, based on the current millage rate. This will be presented to the Commission in July 2023, along with how the rolled-back millage rate, the current millage rate, or a different millage rate would affect the funding of enhancements.

Town Manager Connors presented the following proposed enhancements:

- Open House event for Town businesses at the Visitors Center
- Administrative costs related to the 2024 Commission election
- Review and update of the Town's Strategic Plan
- Commission ethics training
- Staggered computer upgrades
- Lobbying costs
- Printing and mailing of *Town Topics*
- Tourism and community development expenses, including additional special events
- Dive Into Summer (rebranding of Bugfest)
- Friday Night Music, twice per month for five months
- Kids-By-The-Sea
- Movies-At-The-Park
- The Town's 75th anniversary celebration
- Yoga-By-The-Sea
- Broward Sheriff's Office (BSO) enhanced patrol

- Addition of a Nuisance Abatement Program for the Development Services Department
- Multi-hazard mitigation plan
- Florida-friendly landscaping
- Mid-century Modern (MIMO) architecture scavenger hunt
- Additional bathroom cleaning and enhanced pressure cleaning
- Renovation of Downtown bathrooms
- Increase to the Town's Emergency Fund

Town Manager Connors requested Commission feedback regarding the removal of any of the proposed enhancements from consideration for next year's budget.

Vice Mayor Malkoon recalled that the Friday Night Music events returned this year with little advance notice, and that the Town is seeking sponsorships for the events in order to defray costs. He also suggested that it may be more cost-effective to lease computer equipment rather than purchase it.

Town Manager Connors explained that when funds are budgeted for an event such as Friday Night Music, they cannot anticipate fundraising as part of the budget. The Town must budget for the full cost of the event, with revenue to be added from another source.

Vice Mayor Malkoon briefly addressed the Emergency Fund, recalling that this line item can apply to any type of emergency. He asked how the proposed additional \$500,000 for this Fund was determined, as well as for standard calculations such as the cost of salaries, up-front costs for which the Town would be reimbursed at a later date, and other forms of payment. He felt it would be better to understand the Town's plans for emergency events before making a decision on this addition.

Deputy Town Manager/Public Works Director Ken Rubach explained that he has reached out to municipalities affected by hurricanes in the 2022 season. He cited the example of Fort Myers Beach, which used \$3.5 million from its Emergency Fund in less than one month.

Deputy Town Manager/Public Works Director Rubach continued that many county and municipal administrators experienced difficulty with assessors after the fact. When taxes were frozen, expenses had to come from emergency funds and reserves. He concluded that the intent of this item is to consider how much money the Town has in its reserves and ensure that the Commission is comfortable with that number.

Vice Mayor Malkoon asked if Broward County has held similar discussions regarding what other municipalities and counties may do. Deputy Town Manager/Public Works Director Rubach advised that these have only been casual conversations, although the numbers can be clarified.

Vice Mayor Malkoon also asked if there are other forms of emergency funding the Town should consider, such as an open line of credit for emergency use only. Deputy Town Manager/Public Works Director Rubach advised that Staff is looking into new banking in autumn 2023 and will consider lines of credit and other emergency options in this forthcoming request for proposal (RFP).

Commissioner Poulopoulos requested clarification of how emergency dollars are earmarked for other uses aside from storms. Deputy Town Manager/Public Works Director Rubach replied that the Emergency Fund is considered a “rainy day fund,” which could also apply to emergencies such as a pandemic. If the Town’s tax base is affected by an emergency, the Emergency Fund would provide an income source to pay the Town’s bills, vendors, and Staff.

Town Manager Connors added that the Emergency Fund could also be used in the event of cost increases, or payment for events that were not foreseen in the budget. The existing Contingency Fund of \$100,000 would not be sufficient for these purposes. It was also noted that the Emergency Fund is kept separate from the Town’s revenue sources and would not normally be used for day-to-day operations. Staff would need to come before the Commission and request authorization for the Town Manager to expend monies from the Emergency Fund.

Commissioner Poulopoulos requested additional information regarding enhanced pressure cleaning. Deputy Town Manager/Public Works Director Rubach advised that the ongoing Downtown project will include new pavers to replace old ones. The current pavers are cleaned twice weekly; however, Staff proposes expanding this to four times per week to keep the new pavers in the best possible condition. He acknowledged that this may be a significant increase, and would work with the vendors who respond to an RFP for this service in order to determine the best price possible.

Commissioner Poulopoulos asked if the increased schedule would make a significant difference. Deputy Town Manager/Public Works Director Rubach replied that the Town hopes a more aggressive schedule for cleaning the new pavers may be more effective

than trying to clean materials after they have degraded over time. This would be a cost that would continue into the foreseeable future as ongoing maintenance.

Commissioner Strauss addressed a line item which cited funding for traffic calming measures, stating that he is concerned with traffic in the Silver Shores neighborhood which moves through West Tradewinds Avenue past Benihana's restaurant. There have been discussions of a possible traffic study, followed by potential traffic calming or controlling measures. He asked if that neighborhood is included in the traffic calming line item.

Town Manager Connors clarified that a discussion of traffic and possible calming measures in the Silver Shores community would fall under the City's Capital Improvement Plan (CIP). This item will be discussed further at the next meeting.

Commissioner Strauss also asked if part of the \$200,000 for enhanced pressure cleaning would be offset by the Downtown businesses' cleaning responsibilities. Deputy Town Manager/Public Works Director Rubach confirmed that this is being considered for inclusion in sidewalk café fees to bring down the Town's costs.

Commissioner Strauss noted that Friday Night Music events have been a success, and recalled that before these events were brought back, he had suggested that the Downtown businesses which benefit from them should contribute some funds toward the events. He requested that the Commission see metrics identifying whether or not these businesses experienced a financial benefit from Friday Night Music, and would like to see them provide some type of contribution toward the events' costs.

Commissioner Strauss requested additional information on the nuisance abatement program suggested for the Development Services Department. Development Services Director Jhanelle Campbell explained that this program would address properties with Code issues that are not being remedied as expected by the property owners. The nuisance abatement program would require an Ordinance Amendment and would allow Staff to remedy the issues. A lien would then be placed on the property for the cost of the abatement.

Town Manager Connors cited recent examples of properties that were not being maintained responsively, which led the Town to assume the responsibility of paying for the issues to be addressed. While those costs were relatively small, other Code infractions can grow out of control and take up a significant amount of the Town's budget.

Development Services Director Campbell added that the entire amount of the proposed nuisance abatement line item might not be used in the next budget year; however, the amount would be available if major issues arise.

Commissioner Oldaker recalled that he had introduced the issue of the Emergency Fund, pointing out that this fund would cover any up-front expenses associated with storms for which the Federal Emergency Management Agency (FEMA) would reimburse the Town. Deputy Town Manager/Public Works Director Rubach confirmed that many of the communities he had spoken with had cited this potential need.

Commissioner Oldaker continued that he felt *Town Topics* is becoming obsolete due to modern technology, noting that the Town communicates with residents through email blasts and other messaging. He suggested that some copies could be printed and made available at Town Hall, the Visitors Center, or other interested businesses or locations.

Commissioner Oldaker also requested additional information about enhanced BSO patrols. Town Manager Connors explained that the Town has an additional contract with BSO for \$80,000 each year. No increase to this contract is recommended in FY 2023-2024. This contract allows for a greater Police presence in the Downtown areas during events such as spring break.

BSO Captain Tom Palmer stated that enhanced visibility is a separate contract that applies during peak season, which lasts from November through Easter. It provides for a dedicated Deputy in the Downtown area on Thursday, Friday, Saturday, and Sunday evenings. This began during the COVID-19 pandemic and has proven its success since that time, and is well-received by the public and businesses. This program is for the Downtown area alone.

Mayor Vincent addressed the proposed \$500,000 increase to the Emergency Fund, stating that while it is important to maintain ample reserves, it is a hypothetical expense. He recalled that during his tenure on the Town Commission, the Town has not yet used any reserve funds. He felt the increase would place a burden on the taxpayers and the budget and would lessen the opportunity to use those funds for other improvements.

With regard to enhanced pressure cleaning, Mayor Vincent continued that he has discussed this issue with the Town Manager and Deputy Town Manager/Public Works Director. He estimated the revenue from sidewalk cafés at approximately \$80,000, while

current pressure cleaning costs are \$250,000. With the Downtown improvements, however, the pressure cleaning budget could increase to \$450,000 or more.

Mayor Vincent pointed out that the cost of increased pressure cleaning of new pavers could exceed the overall budget of the Downtown improvements. While he felt this cleaning was important, this expense could come to nearly \$3 million over the next five years, which was unsustainable. He emphasized the need to look closely at this line item going forward and possibly consider alternatives.

Regarding nuisance abatement, Mayor Vincent advised that he remained undecided on this proposed \$30,000 line item. He noted that these issues are already monitored by Staff, and there are not a great many significant Code issues that would be addressed by the program.

Development Services Director Campbell explained that the intent of the proposed nuisance abatement program would be to ensure the community does not have to live with property issues for an extended period of time. Mayor Vincent reiterated that he felt the Town has sufficient funds to address these needs as they arise.

Mayor Vincent continued that it is important to encourage all Downtown businesses to participate in the Friday Night Music program, noting that if not all businesses put money toward these events, they cannot be required to do so. He felt the proposal to have these businesses provide some funds was a good idea, but was not certain that it could be enforced.

Town Attorney Susan Trevarthen advised that this would depend on how the program is structured. If the Town wished to explore the possibility of charging businesses a mandatory fee for participation in the program, this could be done through mechanisms such as business improvement districts.

Mayor Vincent continued that he felt the Town could defer the proposed \$35,000 computer update until the next year's budget, as there are currently no issues with this equipment. He added that the enhanced patrols by BSO were an "open-ticket" item: if the Town wishes to use this contract, it is billed separately. With respect to traffic calming, he requested that Captain Palmer bring forward any specific locations on which he had concerns for additional discussion.

Town Manager Connors asked if the list might be prioritized, with some items to be eliminated. It was determined that the proposal for enhanced pressure cleaning be lessened by one day, which would reduce this line item to \$100,000.

Commissioner Pouloupoulos also suggested cutting the line item amount in half for the Friday Night Music events. Town Manager Connors noted that this would mean five events instead of ten. Mayor Vincent recommended that the next time this item is discussed, there should be clarification of how much parking revenue is brought in on the Friday nights on which the events are held in comparison to regular Friday night parking revenues both in and out of season. He felt the calculation of additional revenues would be helpful in deciding whether or not to retain this line item.

Commissioner Pouloupoulos continued that he would not be comfortable increasing Friday Night Music costs without allocating funds toward the Emergency Fund as a balance.

Commissioner Strauss advised that he would approve halving the Friday Night Music costs, with the opportunity for additional Friday Night Music events up to twice per month supported by token contributions from Downtown businesses. The Town would still provide the majority of this payment. The amount of the contribution from businesses would need to be determined. He was also in favor of using parking revenue as a measure of the events' success, as suggested by Mayor Vincent.

Commissioner Strauss also requested clarification of how much is currently in the Emergency Fund. Mayor Vincent replied that this is \$2.5 million. The proposed addition would bring this to \$3 million.

Mayor Vincent agreed with reducing the Friday Night Music events line item from ten events back to five, with additional information forthcoming on revenue streams or business contributions toward these events.

Town Manager Connors asked if the Commission wished to retain line items for other events, including Dive Into Summer, Kids-By-The-Sea, Movies-at-the-Park, the 75th anniversary celebration, Dancing-By-The-Sea, and Yoga-By-The-Sea.

Vice Mayor Malkoon noted that the 75th anniversary event will re-brand many of the existing events throughout the year. He requested clarification of the Kids-By-The-Sea event. Town Manager Connors replied that this would be a new "kickoff to summer" event with activities such as a sandcastle contest.

Vice Mayor Malkoon also suggested that in addition to using a portion of sidewalk café revenue toward enhanced cleaning, a small amount might also be set aside for events and entertainment in the Downtown area. Town Manager Connors noted that the sidewalk café fees have not been increased in many years, and have in fact been reduced on the western side of the Town. Vice Mayor Malkoon felt this could be a way to provide for equitable participation.

Mayor Vincent advised that he was not certain he wished to proceed with the proposed Kids-By-The-Sea event in FY 2023-2024, as the 75th anniversary celebration will already include additional events. He also recommended deleting Movies-at-the-Park and retaining Dancing-By-The-Sea and Yoga-By-The-Sea.

Mayor Vincent recommended retention of the Florida-friendly landscaping line item and deleting the MIMO scavenger hunt. He was in favor of proceeding with a new Strategic Plan.

Commissioner Pouloupoulos agreed with deletion of Kids-By-The-Sea, but felt the Town should retain Movies at the Park, which has been successful in other communities at a relatively low price. He also recommended deletion of the scavenger hunt and retaining Dancing- and Yoga-By-The-Sea.

Commissioner Pouloupoulos noted that the bathrooms in need of renovation are relatively new. Deputy Town Manager/Public Works Director Rubach explained that vandalism is an ongoing concern, but noted that upgrading the fixtures to commercial grade has helped address this issue.

Commissioner Oldaker stated that he was still in favor of the proposed \$500,000 addition to the Town's Emergency Fund, and was in agreement with the other Commissioners on the other items reviewed thus far.

The Mayor and Commissioners accepted the following proposed enhancements by consensus:

- Visitors Center Open House for businesses
- Strategic Plan
- Ethics training through the Town Attorney's Office
- Lobbyists
- Dive Into Summer
- Movies at the Park

- 75th anniversary celebration
- Dancing-By-The-Sea
- Yoga-By-The-Sea
- Enhanced BSO patrol
- Multi-hazard mitigation grant
- Florida-friendly landscaping education and outreach
- MIMO scavenger hunt
- Additional Downtown bathroom cleaning
- Beach bathroom renovation

The Mayor and Commissioners accepted the following enhancements by consensus, with the noted changes:

- Friday Night Music: reduced to five times per year at a reduced cost of \$50,000, with parking revenue information to come and with the consideration of asking Downtown businesses to participate in cost sharing
- Enhanced pressure cleaning: reduce this line item from \$200,000 to \$100,000

The Mayor and Commissioners agreed by consensus to delete the following enhancements:

- Computer updates
- Printing and mailing of *Town Topics*
- Kids-By-The-Sea
- Nuisance abatement

The Commissioners again addressed the potential increase of the Emergency Fund, with Vice Mayor Malkoon stating that he would like more information before making this decision. Commissioners Oldaker and Pouloupoulos advised they were willing to increase this Fund by \$250,000 in FY 2023-2024 and another \$250,000 in FY 2024-2025. Mayor Vincent and Commissioner Strauss were not in favor of any increase.

Vice Mayor Malkoon suggested that he would like to hear other options, as well as data on possible alternative means of emergency funding, such as a credit line. He also requested more specific information on how many months' worth of salaries and expenses might be required from the Emergency Fund. Town Manager Connors suggested that Staff could bring back information on what is done by other communities, including the Emergency Fund's percentage of their budgets.

Mayor Vincent asserted that he was not in favor of the proposed increase, as it would constitute 40% of the Town's entire budget. He suggested that he would consider spreading out increases over a number of years, such as \$100,000 or \$75,000 per year over a four- to five-year period.

Commissioner Pouloupoulos asked when the Town last made a contribution to its Emergency Fund. Town Manager Connors replied that the Town does not make contributions to this fund. It was clarified that the fund may have last been increased in 2016. Commissioner Pouloupoulos concluded that he felt a \$250,000 increase would be sufficient.

It was determined that Staff would bring back additional information related to the proposed increase to the Emergency Fund.

Town Manager Connors also requested that the Commissioners consider where they would prioritize the items they wished to include in the budget. This would be discussed briefly at the next Commission meeting.

4. ADJOURNMENT

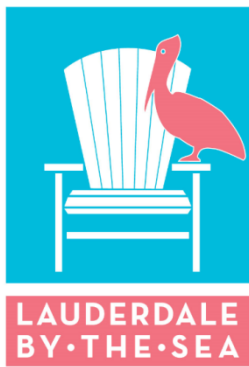
With no other business to come before the Commission at this time, the meeting was adjourned at 6:50 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk

Date



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, June 27, 2023
6:30 PM

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Chris Vincent called the meeting to order at 7:07 p.m. Also present were Vice Mayor Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Theo Pouloupoulos, Commissioner Randy Strauss, Town Manager Linda Connors, Town Attorney Susan Trevarthen, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, Development Services Director Jhanelle Campbell, Director of Budget and Finance Lucila Lang, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

a. Small Cities Proclamation

Mayor Vincent read a Proclamation declaring June 2023 as Small Cities Month.

6. PUBLIC COMMENTS

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

7. PUBLIC SAFETY DISCUSSION

a. AMR May 2023 Report

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

b. BSO May 2023 Report

Captain Tom Palmer of the Broward Sheriff's Office (BSO) reviewed events planned for the Town's annual Fourth of July celebration. The parade will begin at 10:00 a.m., with periodic road closures on A1A and El Mar Drive. This will be followed by Family Fun Day at the park. Due to the volume of pedestrian traffic accessing the beach, Anglin Square will be closed to incoming traffic but will remain open for outgoing traffic.

From 9:00 p.m. to 11:00 p.m., the bridge will remain in the Down position to allow vehicular travel. This closure has been approved by the U.S. Coast Guard and the Florida Department of Transportation (FDOT). Because multiple municipalities will have simultaneous fireworks events, several bridges in the area will also remain down, which will affect boat traffic. Captain Palmer strongly encouraged residents wishing to see the fireworks to avoid driving if possible, as heavy traffic is expected and will be diverted to the west. While Circuit will provide service, delays are expected due to traffic diversions.

Captain Palmer also recognized BSO's Deputies of the Month, who assisted in the recovery of stolen valuables.

Commissioner Oldaker suggested that reported auto thefts be separated according to whether they involved forcible damage or key fobs left in the vehicle. Captain Palmer explained that the method of auto thefts may not be known until the vehicle has been recovered. He noted that when a victim reports having left a car unlocked or having left their keys in the vehicle, this is highlighted in the report. He emphasized the importance of residents locking their cars and removing any valuables from them.

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

c. VFD May 2023 Report

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

8. TOWN MANAGER REPORT

a. Town Manager Report for June 27, 2023

Town Manager Linda Connors reported that Staff sent out a survey which encouraged residents to help choose the color of the new Downtown pavers as well as the style of architectural fixtures and light features. Over 182 individuals responded, 82% of whom were residents and 7% businesses. The selected colors were Mystic Sand and Light Blue. In addition, 67 respondents signed up to receive weekly email updates.

Man Con, Inc. has installed all drainage pipes on Codrington Drive and the street is being milled and resurfaced. There has been a slight delay due to an emergency in another community. The project is expected to be completed in the next couple of weeks.

Canal dredging is complete and included one additional canal over and above what was planned.

A new Christmas tree has been purchased for the Town, as authorized by the Commission.

The Grand Marshal of the Fourth of July parade will be Broward County Mayor Lamar Fisher, who represents Lauderdale-By-The-Sea's County District.

Dive Into Summer, which is a rebranding of Bugfest, will begin on Saturday, July 29, 2023.

The Commission will hold regular meetings on July 11 and July 25, 2023, with an additional meeting on July 25 to set the Town's tentative millage rate. A Special Magistrate meeting is scheduled for July 27.

b. April 2023 Finance Report

Director of Budget and Finance Lucila Lang noted that the General Fund percentage of expenditures is slightly higher than that of the Parking Fund for the month of April. This is due to the purchase of property at 4512 Bougainvillea Drive.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

- **5-25-23 Commission Workshop Minutes**
- **5-25-23 Regular Commission Meeting Minutes**

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

11. CONSENT AGENDA

None.

12. OLD BUSINESS

- a. Resolution 2023-26 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE REVISED INTERLOCAL AGREEMENT WITH BROWARD COUNTY AND OTHER MUNICIPALITIES FOR THE ESTABLISHMENT OF THE SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY; PROVIDING FOR EXECUTION, IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.**

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

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

- b. Resolution 2023-27 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH RAY QUALMANN MARINE CONSTRUCTION FOR EMERGENCY SEAWALL IMPROVEMENTS FOR THE BEL AIR DRIVE SEAWALL; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AGREEMENTS WITH THE PALM CLUB AND LEISURE GARDENS FOR REPAYMENT RELATED TO THE SEAWALL**

IMPROVEMENTS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

At this time Mayor Vincent opened public comment.

Jena Robbins, representing the Chappell Group, stated that she was present to answer any questions that may arise about the project.

Corey Andrews, resident, stated that he represented the Leisure Garden Association's board of directors. He requested clarification of the following:

- How many companies bid on the project
- Pricing of the bids from lowest to highest
- Anticipated start and completion dates

Ms. Robbins advised that three companies bid on this project, with the lowest bid at \$310,000 and the highest at \$572,632.71. Work will begin once the Town gives the contractor Notice to Proceed. Work must be completed by the contractor within 101 days of that notice.

Town Manager Connors further clarified that Town Staff is prepared to move forward quickly with the contract, with the Notice to Proceed anticipated in July. She estimated that the work will be complete by mid-October 2023. Ms. Robbins added that the Chappell Group has obtained permits from the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection (DEP), and Broward County.

Mr. Andrews asked if any state or federal grant funding was available to offset the project's costs. Town Manager Connors explained that there are no grant funds available in a timely manner, as the repairs are being done on an emergency basis.

Mr. Andrews also asked when the Leisure Gardens Association will be billed for their portion of the project's costs. Town Manager Connors replied that the Town Commission will designate the Town Manager and Deputy Town Manager/Public Works Director to negotiate this matter.

Mr. Andrews asked how many owners or co-owners of properties are involved in paying for the project. Ms. Robbins replied that there are two entities, Leisure Gardens and Palm Club, in addition to the Town, as these entities own the seawall.

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

Town Manager Connors recalled that this project had been planned by the Town for some time, as there were concerns regarding the condition of the seawall at the subject location. While the Town was preparing a request for proposal (RFP) for this project, the seawall collapsed, requiring an emergency response. Staff requests that the Commission approve the contract with Ray Qualmann Marine Construction, which is \$310,000, or \$1220.47 per lineal foot.

The seawall is divided among three parties: the Town, Leisure Gardens, and Palm Club. Staff requests that the Town proceed with construction of the wall and then seek repayment for the portions owned by the other two entities. A full breakdown of costs is included in the Commission's backup materials. The actual cost to the Town will be slightly over \$118,000 once costs have been recouped.

Resolution 2023-27 approves and authorizes the Town Manager to execute the agreement with the contractor for seawall repairs in an amount not to exceed \$310,000. It also authorizes the Town Manager to negotiate repayment and other terms with Leisure Gardens and Palm Club.

Vice Mayor Malkoon asked if Staff has had recent conversations with Palm Club on this topic. Town Manager Connors replied that there have been discussions but no finalization thus far. Vice Mayor Malkoon recommended that the Town work with Palm Club and Leisure Gardens residents to determine an affordable plan, as the expense is expected to be significant.

Forrest Niemi, resident, noted that the Leisure Gardens portion of the seawall is under a trust for its common areas. He added that there is a section between the Leisure Gardens and Palm Club sections which is owned by Weir Realty and requested clarification of this entity's portion of the seawall.

Town Manager Connors explained that the Town owns 97 lineal ft. of the seawall, while Palm Club owns 107 lineal ft. and Leisure Gardens owns 50 lineal ft. This totals 204 lineal ft.

Mr. Niemi asked why Weir Realty would not be responsible for a portion of the repairs. Ms. Robbins stated that the Broward County Property Appraiser's Office shows a

portion is owned by “Weir Realty Company/Palm Club.” Town Manager Connors noted that Weir Realty may be another name for Palm Club.

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

- c. Resolution 2023-28 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE AGREEMENT WITH THE CHAPPELL GROUP, INC. FOR ENGINEERING OVERSIGHT SERVICES FOR THE BEL AIR SEAWALL PROJECT, IN AN AMOUNT NOT TO EXCEED \$26,677.50; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Town Manager Connors explained that the Chappell Group will oversee the construction of this project.

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

- d. Resolution 2023-29 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A GUARANTEED MAXIMUM PRICE FROM STATE CONTRACTING & ENGINEERING CORPORATION FOR THE DOWNTOWN ENHANCEMENT PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE A WORK AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Town Manager Connors advised that State Contracting had assisted with the Town’s first Downtown enhancement project and will continue to do so for the second project. The project will be more expensive than anticipated due to the current financial environment, as well as the costs of labor and materials.

Because the Town received \$3.34 million in COVID-19 pandemic assistance, Staff suggests increasing the amount provided from the Pierpoint/Oriana fund, which applies only to the area of the project on El Mar Drive, to assist in covering the project's costs. The Town will also move COVID-19 funds from the Codrington Drive project to the Downtown enhancements, leaving \$40,000 of these dollars for use in the Codrington Drive project. Additional funds will be moved from the Capital Improvement Program (CIP), where they were originally slated for use on the Friedt Park project, to the Codrington Drive project. The Friedt Park project will be moved into the CIP in fiscal year (FY) 2023-2024.

Mayor Vincent requested clarification of the evaluated cost of the El Mar Drive portion of the project. Town Attorney Susan Trevarthen confirmed that these funds provide for the improvement of the El Mar Drive right-of-way.

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

- e. Resolution 2023-30 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH FLYNN ENGINEERING SERVICES, PA FOR ENGINEERING OVERSIGHT SERVICES FOR THE DOWNTOWN ENHANCEMENT PROJECT, IN AN AMOUNT NOT TO EXCEED \$39,562; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

13. NEW BUSINESS

- a. Resolution 2023-31 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE FLORIDA DIVISION OF ARTS AND CULTURE, CULTURAL FACILITIES PROGRAM FOR \$100,000 FOR THE COMMUNITY**

CENTER ENHANCEMENT PROJECT; AUTHORIZING EXECUTION OF A GRANT AGREEMENT, IF AWARDED; APPROVING MATCHING FUNDS FOR \$200,000, IF AWARDED; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

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

Assistant to the Town Manager Courtney Easley stated that this Item requests authorization to submit a grant application for \$350,000 for renovation of the Community Center kitchen. There have been no updates to this facility since 1998.

Staff recently asked Community Center Director Armilio Bien-Aime to work with volunteers in crafting a priority list of programs they would like to see at the Center. One of these was a culinary program. Funding is available through the Florida Division of Arts and Culture's Cultural Facilities Program. The grant application requires a Resolution of support from local government.

The culinary program will provide nutrition and cooking classes. The funding will be made available in FY 2024-2025.

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

b. Resolution 2023-32 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING AND APPROVING THE PROPOSED PAY PLAN AND PAY RANGES; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

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

Assistant to the Town Manager Easley explained that this Item would approve and implement a new job and pay framework study prepared by HR Compensation Consultants (HRCC). In October 2019, the Commission authorized the Town Manager to execute an agreement with this consultant to conduct a job description review, update existing job descriptions, and review the Town's existing compensation plan.

The contract with HRCC was amended in July 2020 to include a market study. The Commission approved the pay plan in September 2020.

Since the 2020 approval of the pay plan, the job market has become very competitive, with salary increases and benefits that have made that pay plan outdated. In February 2023, the Town was in danger of losing Public Works Staff to more lucrative positions. To address retention, the Town approved a \$1/hour wage increase for Maintenance Workers 1, 2, and 3 positions in February 2023.

At the February 2023 meeting, the Commission requested that Staff address long-term challenges for all employees. Staff engaged HRCC to conduct a position and pay grade study to assess all positions and ensure salaries are fair and competitive for both the current and future labor markets.

In March 2023, the Town contracted with HRCC to review its current pay plan. The agency's principal prepared a video to explain the process and recommendations of the study, which Assistant to the Town Manager Easley played at this time.

The proposed recommendations include:

- Reclassification of certain positions which require certification, providing separate pay grades for certified and non-certified employees
- Raising Staff members' salaries that are currently below the recommended pay plan; this would affect roughly seven employees
- Providing a 4% across-the-board pay increase
- Adjustments for equity

Assistant to the Town Manager Easley noted that there are some Staff members who have been with the Town for 10 to 15 years but are currently at the same level as some incoming Staff members. Adjustments for equity, including length of service, would be made to these individuals' salaries.

The cost of bringing the seven employees' salaries to the current level would be \$8500 for the remainder of the current fiscal year, beginning July 1, 2023. The cost of implementing the proposed 4% increase for all Staff members would be \$21,675.54. Assistant to the Town Manager Easley noted that thus far in the current fiscal year, staffing and position changes have allowed the Town to save over \$120,000 in salaries. The Town has sufficient funds to cover the adjustments recommended by HRCC beginning on July 1.

Town Manager Connors emphasized that the intent of these recommendations is for the Town to retain its Staff members by paying the salaries they deserve and could make elsewhere. She encouraged the Commission to approve Resolution 2023-32.

Commissioner Pouloupoulos observed that the Town has an excellent Staff and should pay them the salaries required to retain them. He stated he was in favor of the proposal.

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

c. Fiscal Year 2023-2024 BSO Proposed Budget

Director of Budget and Finance Lang presented BSO's proposed budget for FY 2023-2024, which includes an increase of approximately 3.9%. The increase covers costs such as computers, gas/oil, and Computer-Aided Dispatch (CAD) software.

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

14. COMMISSIONER COMMENTS

Vice Mayor Malkoon recognized Special Events and Marketing Coordinator Katie Anderson for her work and professionalism. He encouraged all residents to attend the upcoming Fourth of July parade and events.

Commissioner Strauss and Mayor Vincent also wished all present a happy Fourth of July holiday.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

- a. Resolution 2023-33 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPOINTING AN ALTERNATE MEMBER TO THE PLANNING AND ZONING BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.**

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

Development Services Director Jhanelle Campbell stated that this Item will appoint a new Alternate member to the Town's Planning and Zoning Board. Town Staff recommends the appointment of resident Karen Blake as second Alternate.

Commissioner Strauss made a motion, seconded by Commissioner Poulopoulos, to appoint Karen Blake. Motion carried 5-0.

- b. Resolution 2023-34 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR REPRESENTATION AT HEARINGS BY THE BROWARD COUNTY MINIMUM HOUSING / UNSAFE STRUCTURES BOARD; PROVIDING FOR EXECUTION, IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.**

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

Development Services Director Campbell explained that in 2013, the Town entered into a five-year interlocal agreement with Broward County in which the Town agreed that the County would hear and dispose of cases through their Unsafe Structures Board. That agreement expired on April 30, 2018. Since that time, the Town has only brought one case forward before the Unsafe Structures Board; however, they believe it is necessary to retain this resource for the Town. The current agreement expires on October 9, 2023.

Broward County has brought forward an amendment to the interlocal agreement, which would increase the rate for provision of services from \$83.17 to \$92.87 per hour for the services of a Building Code Enforcement Officer. The agreement would be extended through April 9, 2028. Staff recommends approval of the updated agreement.

Mayor Vincent confirmed that the Unsafe Structures Board provides services on an as-needed basis only.

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

18. QUASI JUDICIAL PUBLIC HEARINGS

Town Attorney Susan Trevarthen explained the procedures for the hearing of quasi-judicial items, and the Commissioners disclosed any ex parte communications on the Item.

- a. Case Number 2023-L2-AA-01: Pursuant to Section 30-128, “Administrative Adjustments,” of the Town Code of Ordinances (the “Town Code”), the Applicant is requesting a Level 2 Administrative Adjustment to permit two (2) encroachments into the required side setbacks as part of constructing two (2) new additions to the existing dwelling located at 234 Avalon Avenue (“the Property”).**

Development Services Director Campbell explained that this request is for an administrative adjustment which would permit two encroachments into the required side setbacks of a property. These encroachments are part of a renovation project that proposes two new additions to an existing home at 234 Avalon Avenue. She showed renderings of the subject property, the proposed additions, and the proposed encroachments.

The proposed additions follow the existing side setback line on the property, which already has nonconforming side setbacks. The Applicant is requesting to maintain the existing setback line and include two new additions.

Town Code requires a Level II administrative adjustment whenever a request equals 30% of the setback requirement or 5 ft., whichever is less. The Application meets this threshold.

The request does not increase density, and the proposed additions would not add height to the building. They also do not encroach upon any easement or right-of-way. The request meets the following conditions:

- Does not interfere with the convenient or enjoyable use of adjacent lands or present a danger to the public

- Is not incompatible with the character of the development and the surrounding area
- No adverse impacts are perceived
- Adjustment is consistent with the Town's Comprehensive Plan

Development Services Director Campbell noted that Staff sent the required notice for this Application to all property owners within a 300 ft. radius of the subject property, but did not receive any responses. Notice was also posted on the property and online. Staff recommends approval of the Application.

Vice Mayor Malkoon asked if the property's neighbors are year-round residents of the Town.

Milos Trifunovic, representing the Applicant, stated that he is the general contractor for the property. He recalled that one neighbor of the subject property attended the Planning and Zoning Board meeting at which this Item was presented. The neighbor, who lives west of the property, had expressed concern that the Application might include elevation changes; however, once he saw the presentation on the project, he seemed receptive to it.

Mayor Vincent requested clarification of how legal nonconforming structures are allowed to stand if renovations are proposed. Town Attorney Trevarthen advised that this is why the Item is before the Commission as an administrative adjustment. The request is for a current decision by the governing body to allow a deviation. She confirmed that this has been done for nonconforming properties in the past, and emphasized that each individual case must be considered on its own merit and must be analyzed under the required criteria, which were presented by Development Services Director Campbell.

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

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

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 8:24 p.m.

Lauderdale-By-The-Sea
Regular Town Commission Meeting
June 27, 2023

Mayor Chris Vincent

ATTEST:

Town Clerk

Date



Town Commission Agenda Item Report

Meeting Date: July 25, 2023

Submitted By: Courtney Easley, Assistant to Town Manager

Submitting Department: Administration

Item Type: Resolution

Agenda Section: NEW BUSINESS

Subject Title: Resolution 2023- 39: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S PURCHASING MANUAL; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Explanation: The Purchasing Manual sets forth the policies and procedures to be followed by Town employees whenever goods and/or services are being acquired or disposed of by the Town of Lauderdale-By-The-Sea. The last amendment to the Town's Purchasing Manual was approved on May 23, 2017, by Resolution 2017-14. Staff are recommending revisions to the Town's Purchasing Policies Manual to alleviate ambiguities, codify current practices and comply with current purchasing laws. Many of the changes reflect changes in purchasing practices, approval thresholds or edits recommended by the Town's Attorney Office. A redline version with all changes is attached as Exhibit 2. The following are the most significant changes in the new policy. The added language is underlined.

1. Page 14 B. PURCHASING APPROVAL AUTHORITY

The approval authority established by the Town Commission to procure goods or services is based on the estimated cost of the goods and services as follows:

APPROVAL	DOLLAR THRESHOLD
<u>Public Works Supervisor</u>	<u>Up to \$ 2,500.00</u>
Department Director	Up to \$ 5,000.00
Finance Director or Assistant Deputy Town Manager	Up to \$10,000 <u>\$12,000.00</u>
Town Manager	Up to \$15,000 <u>\$25,000.00</u>
Town Commission	\$15,000 <u>\$25,000.01</u> and above

2. Page 14 C. VENDOR SELECTION METHODS

Guidelines

The use of a particular vendor selection method depends on the dollar amount of the purchase, the procurement goals of the Town and any applicable state law requirements. Quotes, written and or verbal, are normally used when the expected cost of goods and services is \$25,000 or less. This is the informal method for vendor selection. The remaining four methods of ITB, RFP, RFQ, and LOI, are formal competitive vendor selection methods. Formal competitive vendor selection methods must be used when costs are expected to be above \$25,000 and may be used for smaller purchases when the Town will derive sufficient additional benefits to justify their use.

3. Page 19 Competitive Vendor Selection Process

e. Approval of Ranking and Work Awards

This ranking is presented for approval to the appropriate authority (Commission or Town Manager). Once approved, staff will negotiate a contract with the number one ranked respondent(s) or, failing to reach agreement, with the next ranked respondent and then submit the agreement for execution by the appropriate authority.

4. Page 25 Evaluation Process

d. All quotations and proposals must be signed with the vendor name and by an officer or employee having the authority to bind the vendor with that signature. For bids submitting in physical form, any erasures or corrections must be initialed by the bidder in ink and signatures must be original and in ink. Bids shall be typewritten or written with pen and ink.

5. Page 30 J. Purchasing Documentation

2. Purchase Orders After the Town Finance Director has verified the availability of budgeted funds for the procurement and has verified that the procurement is being made in accordance with the policies prescribed in this manual, the Purchasing Administrator will generate a numbered Purchase Order for purchases in excess of \$12,500.

6. Page 31 Change Orders

b. ii. Town Managers Approval

Change orders increasing the cost of the contract by a cumulative amount not to exceed twenty-five thousand dollars (\$25,000) or 10% of the contract amount, whichever is greater or specifically authorized by the Town Commission to be within the Town Manager's change

order approval authority at the time the original contract was approved by the Town Commission; provided that an appropriation exists within the project account sufficient to pay the amount of the change order.

7. Page 34 Change Orders

4. Renewal Options or Contract Extension

Once a contract has been approved by the Town Commission, the Town Manager may exercise any extension or renewal options included in that contract, ~~after providing notice at a Commission meeting of the Manager's intent to do so~~ provided that the terms and conditions of the extension or renewal are consistent with the terms and conditions of the contract approved by the Town Commission.

8. Page 35 Change Orders

5. Temporary Extensions of Contracts

At the discretion of the Town Manager, existing contracts may be extended beyond their specified expiration date for a period of up to ~~ninety days~~ one hundred and fifty (150) days for operational purposes if such extension is deemed by the Town Manager to be in the best interest of the Town. Extensions beyond ~~ninety~~ one hundred and fifty (150) days require the approval of the Town Commission.

9. Page 37 Section 255.0525 – Advertisements

Under Florida Statutes Section 255.0525, anytime a ~~non-emergency~~ construction project is estimated to cost more than two hundred thousand dollars (\$200,000), the solicitation of bids/proposals must be publicly advertised at least once in a newspaper of general circulation in Broward County at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. ~~However, for all non-emergency~~ Construction projects estimated to cost more than five hundred thousand dollars (\$500,000), the public advertisement must be publicly advertised at least once in a newspaper of general circulation in Broward County at least 30 days before the established bid opening and at least 5 days prior to any scheduled prebid conference. In cases of emergency, the procedures required by Section 255.0525 may be altered by the Town in any manner that is reasonable under the emergency circumstances.

Recommendation: Approval of Resolution 2023-39 Amending the Town's Purchasing Policy

Exhibits:

1. Resolution 2023-39
2. Exhibit A - 2023 Purchasing Manual

RESOLUTION 2023-39

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S PURCHASING MANUAL; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (“Town”) maintains a Purchasing Manual that sets forth the policies and procedures to be followed by Town employees for the acquisition of goods and services (the “Purchasing Manual”); and

WHEREAS, the Purchasing Manual was last amended on March 23, 2017, by Resolution 2017-14; and

WHEREAS, the Town wishes to further amend the Purchasing Manual in order to reflect changes in its purchasing practices, clarify certain terms and processes, and to incorporate new legal requirements as further described in the Staff Memo attached hereto as Exhibit “A”; and

WHEREAS, the Town Commission desires to approve and adopt the amended Purchasing Manual attached hereto as Exhibit “A”, and finds that it is in the best interest of the Town and its residents.

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

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

Section 2. Approval of Purchasing Manual. The Purchasing Manual attached as Exhibit “A,” is hereby amended and approved.

Section 3. Implementation. The Town Manager or designee and the Town Attorney are authorized to take all actions necessary to implement the amended Purchasing Manual and

make all non-substantial changes to the Purchasing Manual that are acceptable to the Town Manager and Town Attorney.

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

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

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

PASSED AND ADOPTED this ____ day of July, 2023.

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk
(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Purchasing Manual

**LAUDERDALE
BY • THE • SEA**

**Adopted July 25, 2023
Resolution 2023-39**

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SECTION I - AUTHORITY AND PURPOSE OF PURCHASING MANUAL

This Purchasing Manual sets forth the policies and procedures to be followed by Town employees whenever goods and/or services are being acquired or disposed of by the Town of Lauderdale-By-The-Sea, Florida (hereinafter “Town” or “Lauderdale-By-The- Sea”). The requirements contained in this Purchasing Manual shall be strictly adhered to. Non-compliance with the provisions of this Purchasing Manual may lead to disciplinary action.

The purpose of this Purchasing Manual is to set forth the procedures the Town employees or agents must follow to obtain the goods and services purchased by the Town while:

- complying with the legal requirements of public procurement,
- assuring vendors impartial equitable treatment,
- receiving maximum value for each public dollar expended,
- providing the proper quantity and quality of goods and/or services at the time and place required, and
- purchasing only properly authorized goods and/or services for which funds have been appropriated and not previously encumbered.

In any situation where compliance with this Purchasing Manual will place the Town in conflict with state or federal law, all Town employees shall comply with applicable federal or state law or authorized regulations that are mandatorily applicable regardless of whether they are reflected in this Purchasing Manual or are contrary to provisions of this Purchasing Manual.

SECTION II - DEFINITIONS

For the purpose of these procedures the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural numbers include the singular number, words in the masculine gender include the feminine, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

A. APPLICABILITY

As used throughout this Purchasing Manual the words and terms defined in this Section shall have the meanings set forth below unless the context in which they are used clearly requires a different meaning or a different definition as prescribed for a particular Section or portion thereof.

B. DEFINED TERMS

1. **Addendum** means a written or graphic instrument issued prior to the opening of bids or proposals which clarifies, corrects or changes the bidding documents or contracts.
2. **Award** means the acceptance of a bid, offer, or proposal by the proper Lauderdale-By-The-Sea authority per Section III below.
3. **Best Interest of Lauderdale-By-The-Sea** means an assessment based on available information has been made by executive personnel or the Town Commission of what will result in the maximum benefit being conferred upon Lauderdale-By-The-Sea.
4. **Bid Bond** means a form of bid security executed by the bidder as principal and by a surety to guarantee that the bidder will enter into a contract within a specified time and furnish any required performance bond.
5. **Bidder** means a person or organization making a formal offer to sell or provide services to the Town in response to an Invitation to Bid, Request for Proposal (RFP), Request for Qualifications (RFQ) or request for Letters of Interest (LOI).
6. **Blanket Purchase Order** is a purchase order that covers the purchase of supplies of a like nature for a stipulated period of time (e.g. 12 months).
7. **Brand Name or Equal Specification** means a specification limited to one or more items by manufacturers' name or catalog number to describe the standard of quality, performance or other prominent characteristic needed to meet Lauderdale-By-The-Sea requirements.
8. **Capital Purchases** means all tangible personal property having an original acquisition cost of five thousand dollars (\$5,000.00) or more per unit and a life

expectancy of more than two years, including, but not limited to, the purchase of software.

9. **Change Order** is a written order amending a purchase order to correct errors, omissions, discrepancies, acceptable overruns, freight costs; incorporate requirements to expand or reduce the scope of goods or services ordered; or to direct other changes in contract execution to meet unforeseen field, regulatory or market conditions.
10. **Commodities** include but are not limited to goods, equipment, materials, and printing which is purchased, leased or otherwise contracted for by Lauderdale-By-The-Sea.
11. **Competitive Bids or Competitive Offers** means bids or offers submitted by responsive qualified bidders or respondents.
12. **Construction** means the process of building, altering, repairing, improving or demolishing any structures, buildings or improvements to real property. It does not include the routine operation, repair or maintenance on existing structures, buildings, or real property.
13. **Consultant's Competitive Negotiations Act (CCNA)** is the common name for *Section 287.055 of the Florida Statutes* concerning the procurement of Architectural, Professional Engineering (including testing), Landscape Architecture and Registered Surveying and Mapping services.
14. **Contractor** means any person or business having a contract with Lauderdale-By-The-Sea to perform a service or sell a product. Also referred to herein as a “**vendor**”.
15. **Contractual Services** means the rendering of a contractor of their time and effort rather than the furnishing of specific commodities, materials, goods, equipment and other personal property. The term applies only to those services rendered by individuals and/or firms who are independent contractors, other governmental agencies (such as counties and municipalities) or non-profit organizations (such as the Florida League of Cities) who provide services on a contractual basis.
16. **Cooperative Purchasing** means procurement activities and contracts conducted by, or on behalf of, more than one governmental entity.
17. **Debarment or Suspension** means the disqualification of a business or person from receiving or responding to invitations for bids, requests for proposals or the award of contracts by Lauderdale-By-The-Sea because of previous illegal or irresponsible action or the failure or the inadequacy of performance.

18. **Designee** means a duly authorized representative of a person holding a management position.
19. **Emergency Purchase** means a purchase made to alleviate a situation in which there is a threat to health, welfare, property, or safety that does not allow for the normal, competitive purchasing procedures under certain conditions defined as an emergency by the Town.
20. **Environmentally Preferable Purchasing** means considering factors of sustainability and environmental impact, i.e. the use of natural products, energy savings potential, the durability of the product in the Town's coastal environmental conditions in making procurement decisions and awards.
21. **Governmental Agency** means any agency of the Federal, State, or any local government or local governmental entity.
22. **Invitation to Bid** means a written solicitation for competitive sealed bids with the title, date, and hour of the public bid opening designated and specifically defining the commodities or contractual services for which bids are sought. The invitation for bid will be used when Lauderdale-By- The-Sea is capable of specifically defining the scope of work for which a contractual service is required or is capable of establishing precise specifications defining the actual commodities required. The invitation to bid will include instructions to bidders, plans, drawings, and specifications, if any, a bid form and other required forms and documents to be submitted with the bid.
23. **Lauderdale-By-The-Sea** means the Florida Municipal Corporation known as the Town of Lauderdale-By-The-Sea.
24. **Letter of Interest (LOI):** means a method of selecting a vendor whereby all vendors are invited to submit a summary of their qualifications and state their interest in performing a specific job or service.
25. **Mandatory Bid Amount** means the dollar threshold at which the formal bid process is required. The acquisition of any commodity or service may not be divided to circumvent the requirement of the Mandatory Bid Amount.
26. **Negotiations for Professional Service** means the act of determining terms, conditions and prices for the performance of professional services.
27. **Notice of Award** means the written notice by Lauderdale-By-The-Sea to the apparent, successful bidder or offeror.
28. **Open-End Contract** means a funded contract whereby an indefinite quantity of supplies, services, or constructions are to be procured over an identified time span when needed.

29. **Open-End Purchase Orders** means a purchase order whereby a vendor provides supplies, services, or construction on demand or on a prescribed schedule. An Open-End Purchase Order may be used as a release and encumbrance document to authorize procurement of any predetermined amount from an open-end contract on an as-needed basis.
30. **Performance/Construction Bond** means a bond of a contractor/vendor in which a surety guarantees to Lauderdale-By-The-Sea that the work/services of that contractor or vendor will be performed in accordance with the contract documents. At the discretion of Lauderdale- By-The-Sea, where not prohibited by other law, an irrevocable letter of credit issued by a financial institution may substitute for a performance/construction bond.
31. **Procurement** is the buying, purchasing, renting, leasing or otherwise obtaining any commodities, services, construction or any other item(s) including description of requirements, selection and solicitation of sources, preparation and award of contracts and all phases of contract administration.
32. **Professional Services** means any services where Lauderdale-By-The- Sea is obtaining advice, instruction or specialized work from a person or firm. Professional services may include an oral report or written advice. Because the main thrust of the service is not considered labor, but the exercise of intellectual ability, the procurement of professional services does not lend itself to normal competitive bidding and price competition alone. These services may be procured by Requests For Proposals, Letters of Interest, or Requests for Qualifications and selected through Competitive Selection and Negotiation or at the Town Manager's discretion on an as-needed basis.
33. **Purchase Order** means a Lauderdale-By-The-Sea document to formalize a purchase transaction with a vendor conveying acceptance of a vendor's proposal. The purchase order should contain statements as to quantity, description and price of the supplies, services or construction ordered and applicable terms as to payment, discounts, date of performance, transportation, insurance and other factors.
34. **Purchasing Administrator** means the principal Lauderdale-By-The-Sea purchasing official designated by the Town Manager as responsible for the procurement, management, and disposal of commodities in accordance with the policies contained in this Purchasing Manual.
35. **Quotation** means an informal (verbal) or formal (written) notice by a vendor to Lauderdale-By-The-Sea stating the prices, terms and conditions under which they will furnish certain goods or services.
36. **Request for Proposals (RFP)** means all documents whether attached or incorporated by reference for soliciting sealed proposals, including any addenda.

An RFP is characterized by a description of the desired product or service and a description of the process for evaluating vendor responses.

37. **Request for Qualifications (RFQ)** means a formal invitation from Lauderdale-By-The-Sea to vendors to submit a statement of qualifications. The RFQ identifies the desired minimum qualifications of the individual(s) or firm(s), a scope of work statement, and any project requirements, and indicates selection criteria that will be used in compiling the short list of prospective firms for further consideration.
38. **Responsible Bidder or Responsible Offeror** means an individual or firm who has submitted a bid that conforms in all material respects to the invitation to bid or request for proposals and who has the capability in all respects to perform fully the contractual requirements and the tenacity, perseverance, integrity, experience, ability, reliability, capacity, facilities, equipment, financial resources and credit which will give reasonable expectation of good faith performance.
39. **Selection and Negotiation Committee** means a group of persons appointed by the Town Manager to rank in preferential order those professional firm(s) or individual(s) interested in providing services on a particular project and/or to negotiate a final contract with the highest ranked firm.
40. **Services** means the furnishing of labor, time and effort by a contractor not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.
41. **Short Listing** means a process by which the number of responsible bidders or responsible offerors is reduced to a manageable number for more detailed evaluation by a ranking of the candidates or firms by an evaluation committee.
42. **Short List** means the names of candidates or firms that have been selected for further consideration for award of the contract from a considerably longer list of responsible bidders or responsible offerors.
43. **Specification** means any description of the physical or functional characteristics or of the nature of a supply, service or construction item. It may include a description of any requirement for inspecting, testing or preparing a supply, service or construction time for delivery. Specifications may also contain provisions for inclusion of factors which will lead to the ultimate calculation of the lowest total cost. All specifications shall seek to promote overall economy for the purpose intended and encourage competition in satisfying Lauderdale-By-The-Sea's needs and shall not be unduly restrictive.
44. **Sole Brand** means the only known brand capable of fulfilling Lauderdale-By-The-Sea's needs. **Sole Source** means only one vendor possesses the unique and singularly available capability to meet the requirements of the solicitation, such as

technical qualifications, ability to deliver at a particular time, services from a public utility or a situation where a particular supplier or person is identified as the only qualified source available to the requisitioning authority.

45. **State Contracts** means term contracts released by the State of Florida Department of Management Services' Purchasing Division or any other State of Florida Agency (such as Department of Highway Safety and Motor Vehicles, or a state university) that may be utilized at the option of local government agencies.
46. **Surety** means an organization which, for consideration, promises in writing to make good the debt or default of another. The surety must hold a certificate of authority as an acceptable surety on federal bonds published in the current Circular 570, United States Department for the Treasury and the Federal Register effective July 1 annually, as amended.
47. **Surplus Property** means any property belonging to Lauderdale-By-The- Sea, which is capable of being used, but is in excess of the normal operating requirements of Lauderdale-By-The-Sea. This property may be disposed of by auction or other means which proves to be the most beneficial to Lauderdale-By-The-Sea as determined by Section V. below.
48. **Town** means the Lauderdale-By-The-Sea municipal government.
49. **Town Manager** means the individual appointed by the Town Commission as the administrative head of the Lauderdale-By-The-Sea municipal government.
50. **Town Commission** means the elected legislative body of the Lauderdale-By-The-Sea municipal government.

SECTION III – GENERAL PURCHASING POLICES

A. OVERALL PURCHASING REQUIREMENTS

1. General Purchasing Policies apply to all procurement of goods, construction, and/or services by the Town unless specifically excluded as described under Section IV of this manual.
2. *The known or anticipated annual purchasing requirements shall not under any circumstances be subdivided into smaller quantities to circumvent the purchasing authority thresholds, the appropriate vendor selection process or any other provision of this Purchasing Manual.*
3. Vendors shall not attempt to secure favoritism in the expenditure of public funds by offering bribes, gifts or providing entertainment to Town employees/officials having the ability to influence vendor selection decisions.

Town employees/officials or their spouse, dependent, partner, or a subordinate of any Town employee/official shall not, at any time, accept any compensation, payment, or thing of value when such officer or employee knows, or, with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the Town officer/employee was expected to participate in his or her official capacity.

There shall be included in all contracts, and Town contractors shall be required to include in all subcontracts, the following provision: “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.”

4. The Town shall not knowingly acquire goods, property, and/or services from vendors who have been found guilty of a “public entity crime” as defined in *Section 287.133 of Florida Statutes*. Accordingly, vendors covered by *Section 287.133 of Florida Statutes* will provide to the Town a sworn statement as required by that statute.
5. Procurements for the personal use or benefit of Town officials/employees are prohibited. Town officials/employees are also prohibited from using the Lauderdale-By-The-Sea name or the official’s/employee’s position to obtain special consideration in personal purchases, however this prohibition shall not apply to discounts or offers extended to government employees and officers in general (e.g. discounts offered at amusement parks or hotels).
6. The Town is exempt from paying all local and state sales taxes, as well as Federal Excise taxes. The Town’s Finance Director will provide the necessary exemption documents to any vendor upon request. Thus, Town officials/employees should make every effort to ensure that sales/excise taxes are not charged by the vendor.

7. If an item covered by a properly authorized purchase order cannot be supplied by the selected vendor in the required timeframe, the substitution of a suitable equivalent item may be approved using the Change Order procedures described in Section III.
8. Should the selected vendor fail to meet any specified requirement of a procurement, the vendor can be cited for non-performance. The seriousness of non-performance must be evaluated, in coordination with the Town Attorney, based on the circumstances surrounding each violation. However, there should always be some recourse for the Town when a vendor fails to perform in accordance with the terms and conditions.

These recourses include, but are not limited to:

- a. The Town may exercise its rights under a liquidated damage clause or under the terms of a performance bond.
 - b. The Town may obtain the needed items from another source and charge the delinquent vendor the excess difference in cost.
 - c. The Town Manager or designee may terminate the contract for default if it is in the best interest of the Town.
9. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the Town for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies in accordance with *Florida Statutes Section 287.087* that it has implemented a drug-free workplace program shall be given preference in the award process.

Additionally, if two (2) or more vendors are tied as to quality, delivery times, and price, the tie may be broken and the vendor selected based on the location of the vendor's actual operations. The local preference shall favor first vendors conducting actual business operations from a facility/office physically located within the municipal boundaries of the Town.

If none of the vendors so qualifies, then favor shall be shown to vendors conducting actual business operations from a facility/office physically located within Broward County.

If none of the vendors so qualifies, then favor shall be shown to vendors conducting actual business operations from a facility office physically located within the State of Florida. Preference for Florida-based vendors is required by *Florida Statutes Section 255.04* when erecting or constructing any public administrative or institutional building. Preference for Florida-based vendors of commodities is

provided for in *Florida Statutes Sections 287.082, 287.084, and 287.092*. However, the Town shall not show preference to vendors solely on the basis of being minority business enterprises under *Florida Statutes Sections 287.093 and 287.0931*.

10. No obligations for expenditures of Town funds may be incurred except pursuant to, and only to the extent of, a specific appropriation of funds in the Town Commission-Adopted Town budget. This provision shall apply, without being limited to, any formal or informal contractual obligation (e.g., Purchase Order) for the purchase or lease of supplies, services or equipment. No money may be drawn from the Town treasury, nor may the appropriate Town officials execute any check, draft, warrant, note, contract or other negotiable instrument, except pursuant to, and only to the extent of, a specific appropriation of funds in the budget to be used for such payment or procurement. Accordingly, the availability of funds must be approved by the Finance Director or designee before the Town is contractually obligated to any procurement.
11. The Broward County Code of Ethics, Section 1-19 of the Broward County Code of Ordinances generally prohibits Town Commissioners from receiving gifts from vendors, contractors, lobbyists and potential suppliers of goods and services to the Town, and from being involved in procurement matters. Anyone seeking to lobby the Town on any matter must register as a Town lobbyist pursuant to Section 2-1 of the Town's Code of Ordinances, and follow the other regulations and prohibitions of that section of Code. Anyone who seeks to do business with the Town must conform to all of the detailed requirements of these County and Town ethics regulations.

B. PURCHASING APPROVAL AUTHORITY

The approval authority established by the Town Commission to procure goods or services is based on the estimated cost of the goods and services as follows:

APPROVAL	DOLLAR THRESHOLD
Public Works Supervisor	Up to \$ 2,500.00
Department Director	Up to \$ 5,000.00
Finance Director or Deputy Town Manager	Up to \$12,000.00
Town Manager	Up to \$25,000.00
Town Commission	\$25,000.01 and above

Purchases shall not be artificially divided for the purpose of avoiding having the correct person authorize the purchase.

C. VENDOR SELECTION METHODS

Guidelines

There are five vendor selection methods used by the Town:

- Quotes,
- Invitations to Bid (**ITB**),
- Requests for Proposals (**RFP**),
- Requests for Qualifications (**RFQ**), and
- Letters of Interest (**LOI**).

The use of a particular vendor selection method depends on the dollar amount of the purchase, the procurement goals of the Town and any applicable state law requirements. Exceptions to the required vendor selection methods are permitted in specific instances (See Section IV of this manual) or when pre-approved by the Town Manager in emergency situations.

<u>VENDOR SELECTION PROCESS</u>		
	AMOUNT	REQUIRED DOCUMENTATION
Quotes	Up to \$2,500.00	Not subject to bids/quotes
	\$2,500.01 to \$7,500.00	Two verbal documented quotes. (1)
	\$7,500.01 – 12,500.00	Three verbal documented quotes (1)
	\$12,501.00 to \$25,000	Three written quotes
Formal Competitive Selection	Above \$25,000.01	ITB, RFP, RFQ, LOI
(1) The vendor selected must confirm their verbal quote in writing prior to the issuance of a purchase order.		

1. **QUOTES** are normally used when the expected cost of goods or services is twenty-five thousand dollars (\$25,000) or less.
 - a. Printed documentation from a website can be utilized as a written or verbal quotation of pricing for items that can be procured through the internet.
 - b. Shipping costs should be included in the determination of the lowest quote.
 - c. If the Town has requested quotes from multiple companies that can supply the required product but, despite at least two requests, the required number of vendors do not respond with a quote, the attempts to obtain additional quotes shall be documented. In such cases, the Town Manager may waive the requirement for a minimum number of quotes.
 - d. If quotes were obtained for an item within the preceding twelve months, subsequent purchases can be made of that item from the winning supplier without obtaining additional quotes if the price has not increased. For any procurement, the Town Manager has the discretion to impose additional purchasing requirements.

2. **FORMAL COMPETITIVE VENDOR SELECTION METHODS**

Unless waived by the Town Commission, procurements above twenty-five thousand dollars (\$25,000) shall be made through a formal competitive selection process.

Pre-Release Requirements.

Prior to the release of any ITB, RFP, RFQ, or LOI that the Town staff anticipates may result in a purchase in excess of the Town Manager's purchasing authority, a draft copy of the document(s) shall be sent to the Town Clerk for distribution to the Town Commission no less than one week in advance of publication of the solicitation.

The Purchasing Administrator will determine, after consultation with the user department, which formal competitive vendor selection method will be used. Methods include:

a. Invitation to Bid (ITB)

An ITB is used when specifications are well-defined. The ITB shall include instructions to bidders, plans, drawings and specifications if any, a bid form, and other required forms and documents to be submitted with the bid. Under this type of solicitation, the recommendation of award is normally to the lowest responsive and responsible bidder. Life cycle costs

of the commodity or equipment to be purchased can be used in evaluating which vendor is lowest responsive and responsible bidder.

b. Request for Proposals (RFP)

An RFP is a written request to vendors to submit proposals that describe the methodology the respondent will utilize to provide analysis, design or other professional services, design/build services, or operational services on an issue or a need the Town has specifically identified.

In most cases, and except when prohibited by State Statute, prices for the services will also be requested. The vendor's experience and qualifications, together with the proposed methodology, are evaluated and may take precedence over price in the procurement decision in this selection method. RFPs will generally, but not always, state the relative importance that price and any other evaluation criteria will be accorded in the vendor selection process.

c. Request for Qualifications (RFQ)

An RFQ is a formal invitation to vendors to submit a statement of their experience, education, certifications, etc. that qualify them to perform work for the Town. This approach differs from an RFP in that it places greater emphasis on the qualifications of the potential respondents, and their track record of quality performance, rather than a specific methodology they utilize. The RFQ identifies the desired minimum qualifications of the respondents, a scope of work statement, project requirements, and states the selection criteria that will be used in compiling a short list of prospective respondents for further consideration.

d. Letter of Interest (LOI)

An LOI is a formal invitation to vendors to submit a proposal. It identifies, in general terms, the work required and directs the respondents to provide a letter regarding the respondent's interest in working with the Town on the particular project(s). Respondents provide a statement of experience and qualifications of key personnel. Costs or fees are not part of the response. Architectural and engineering services that are outside the scope of the CCNA are examples of services for which this type of solicitation is sometimes used.

3. COMPETITIVE VENDOR SELECTION PROCESS

a. Responsiveness of the Proposal/Response

The Purchasing Administrator will first review the proposals to determine if each proposal is responsive to the requirements of the solicitation. The Purchasing Administrator has the authority to notify the responder of non-substantive omissions in their proposal and give them a short deadline to correct those omissions. The Purchasing Administrator will determine which proposals are deemed non-responsive and those respondents will be notified in writing of the Purchasing Administrator's decision.

b. Evaluation Committee

Evaluation of the responsive proposals will normally be completed by an evaluation committee that is composed of individuals who have knowledge of, or experience with the project, issue or profession that is the subject of the procurement. The evaluation committee members are appointed by either the Town Manager or Deputy Town Manager. The Town Manager or Department Director shall designate a Purchasing Administrator for each department's procurements, who will facilitate the evaluation process but is not a voting member of the evaluation committee.

Because the Town has a very small staff, there may be circumstances where it is appropriate for the Purchasing Administrator to be a member of the evaluation committee. In such cases, the Town Manager shall appoint another staff member to fulfill the facilitation and communication with respondents roles normally carried out by the Purchasing Administrator.

c. Requests for Clarification or Additional Information

During the evaluation process, the Purchasing Administrator or members of the Evaluation Committee may need or be assigned to communicate with respondents for the purpose of clarification to assure full understanding of the proposals and conformance to the solicitation requirements.

d. Shortlist & Ranking of Responders by Evaluation Committee

Depending on the number of responses received, the Town may short-list respondents to facilitate more in-depth analysis of a manageable number of responses. These short-listed respondents may or may not be interviewed by the evaluation committee. The short-listed firms may either:

- i. Be ranked in order of the committee's evaluation of the respondents' experience, qualifications and, in some cases, the quality of their presentation to, or discussions with, the committee.
- ii. Be ranked as a group, all of which are determined to be qualified to perform work for the Town.

In certain circumstances such as where continuing agreements are sought, multiple firms may be determined to be qualified and are placed on a qualified vendors list for the types of services identified in the solicitation.

e. Approval of Ranking and Work Awards

This ranking is presented for approval to the appropriate authority (Commission or Town Manager). Once approved, staff will negotiate a contract with the number one ranked respondent(s) or, failing to reach agreement, with the next ranked respondent and then submit the agreement for execution by the appropriate authority.

D. EXCEPTIONS

Exceptions to these purchasing policies for goods and services that are exempt from the requirement for competitive vendor selection processes are detailed in Section IV of this Purchasing Manual.

E. SOLICITATION PROCESS

1. Specifications

In appropriate circumstances, the specification of goods/services/property to be procured by the Town should be drafted to encourage vendors to propose reasonably comparable alternatives that ensure the Town obtains the best possible price while avoiding terms that are vague or subject to varying interpretations.

The Purchasing Administrator shall strive to assure that all specifications issued by the Town provide for free and open competition among all vendors and preclude lock-in of any vendor or brand, unless items are purchased under approved sole source or sole brand provisions. Any specification may eliminate some vendors or brands if the vendor or brand does not meet the legitimate needs of the Town.

The Purchasing Administrator, Town Manager, or Deputy Town Manager will ensure the solicitation documents include specifications that are well-defined. The user department is responsible for developing specifications, such as bid specifications, scope of service and evaluation criteria. As the prime user, the department is best aware of any special characteristics or any new developments in the field, as well as the technical specifications of the product or service. The Purchasing Administrator may review specifications and make suggestions, such as alternate products, when appropriate.

There are many different types of specifications; however, all specifications regardless of the type must be clear and complete and express the needs of the Town in such a manner that the vendor will have the same understanding as that

of the Town in what is required. The following are some of the more common type of specifications:

- a. *Qualified Products or Acceptable Brands List.* These lists are developed only where it is not possible to write specifications adequate to identify the quality and performance required of the goods or services to be purchased. Acceptable brand lists are also used when tests necessary to determine compliance with technical specifications are lengthy, costly or require complicated technical equipment.
- b. *Specification by Brand or Trade Names.* Brand or trade names may be used where brand name products have been found to be superior to others for the purpose intended, or when their composition is secret, unknown or patented. The use of brand names establishes a quality standard but is not intended to limit or eliminate competition. Whenever this method of establishing specifications is used, the specifications should explicitly provide for equivalents. It is incumbent on a vendor offering equivalent goods/services to those specified to document that the goods or services are, in fact, equivalent.
- c. *Specification by Blueprint or Dimension Sheet.* Specifications of construction projects (such as buildings, streets, custom-built cabinets, furniture, machines, or other equipment) should be written to reference the blueprints or dimension sheets prepared by the project's engineer, architect, designer or equivalent. Such specifications shall provide an appropriate method of evaluating all bids, and later of verifying the quality of the construction work or the equipment or fixtures delivered.
- d. *Specifications by Performance, Purpose or Use.* Specifications that include a set of performance criteria for the goods or services required are appropriate as they will provide flexibility for vendors to design products or programs specifically aimed at meeting the purpose or performance standards the Town has established.
- e. *Specification by Identification with Industry Standards.* Specifications will often refer to industry-wide standards or to standards set by other public jurisdictions. Some examples of these would be lumber grading, standards set by the asphalt or concrete industries, or by referencing standard specifications of the Florida Department of Transportation or other State or Federal agencies.

2. Responsible Vendor Determination

Section 287.05701, Florida Statutes, prohibits the Town from requesting documentation of or considering a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Additionally, the Town

may not give preference to a vendor based on the vendor's social, political, or ideological interests.

Every solicitation issued on or after July 1, 2023 must include the following language:

RESPONSIBLE VENDOR DETERMINATION

Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the Town may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. The Town may not give preference to a vendor based on the vendor's social, political, or ideological interests.

3. Public Notice

Public notice of the ITB, RFP, RFQ or LOI shall be given not less than ten(10) calendar days prior to the date set forth in the notice for the opening of the responses. The Town will publicly advertise the procurement in the manner best suited for the particular commodity or service being acquired and in accordance with State law. Being listed on the Town's website is considered public notice for these purposes. The notice shall state the place, date, and time of the opening of the responses.

When, in the sole discretion of the Town Manager, the available RFP specifications do not promote/permit full and free competition among potential vendors without prior technical evaluation and discussion, a two- step process may be used. In the first step, the Town would issue an RFP to which interested potential vendors respond with necessary information and/or non-priced technical offers. Then, those potential vendors who are determined by the Town to have submitted technically acceptable offers are invited to submit sealed prices based on their technical offers.

4. Response Submissions

All responses shall be submitted to the Town in sealed envelopes, which shall be clearly identified with the name and number of the solicitation and the respondent's name on the exterior of the envelope and delivered to the Town Clerk's office, or via upload through the Town's electronic procurement provider.

5. Bid/Proposal Bond, Performance Bond

Bid bonds (also known as proposal bonds) may be required in conjunction with responses to guarantee the responders will not withdraw their bids for a specified time period. Should the respondent withdraw their bid, they may be required to forfeit the bond amount.

Bid bonds shall be required for all construction projects when the total contract price is estimated to exceed one hundred thousand dollars \$100,000. In all other cases the Town reserves the right to require a bid or proposal bond when deemed necessary by the Purchasing Administrator. The successful bidder may be required to submit a performance bond in the amount of One Hundred Percent (100%) of the contract amount awarded within ten (10) days after being notified the contract has been awarded.

Bid bonds shall be by cash, a certified or cashier's check, a surety bond or an irrevocable standby letter of credit in an amount not less than five percent (5%) of the amount of response. If a surety bond is provided, the surety company must be authorized to do business as a surety in Florida.

Per *Florida Statutes Section 255.05*, a payment bond and a performance bond with any surety insurer authorized to do business in Florida or prescribed alternative collateral will be required by the Town whenever a contract for the construction of a public building exceeds two hundred thousand dollars (\$200,000).

Additional qualifications for surety bond insurers for certain construction-related consultants are set forth in *Florida Statutes Section 287.0935* and must be complied with, if applicable.

6. Cancellation or Postponement of Response Opening

Any time prior to the bid opening date and time, the Purchasing Administrator may cancel or postpone the bid opening or cancel the bid document in its entirety.

7. Opening of Responses

Responses shall be opened by the Purchasing Administrator/designee at the time and place designated in the public notice. The opening shall be witnessed by the Town Clerk or designee. No late responses shall be accepted or opened if received after the date and time specified in the public notice. All late responses shall be returned unopened to the bidder.

For RFP, RFQ and LOI responses, a list of the names of all responders shall be read aloud by the Purchasing Administrator/designee or the Town Clerk.

All response documents shall become the property of the Town and will not be returned to the responders. When the contract is awarded, all documentation produced as part of the contract shall become the exclusive property of the Town.

For an RFP, RFQ or LOI response, the Purchasing Administrator or designee, may, at the evaluation committee's request and within a reasonable time period after the response opening, request additional or corrective information of the responders concerning his/her responsibility to perform, and the responder may voluntarily,

after bid opening, provide additional or corrective information concerning his/her responsibility as a vendor.

It shall be the practice of the Town that ITB submittals shall be publicly opened in the presence of witnesses and read aloud to include the name of the bidder, their city and state, the ITB number, and total price bid.

The Town reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request rebids on required goods or services. The Town also reserves the right to award the contract on such goods or services the Town deems will best serve its interests or to elect not to proceed with procuring the goods/services.

8. Evaluation Process

- a. Bids shall be unconditionally accepted without alteration or correction, except as described below. Bids shall be evaluated based on the requirements set forth in the bid document, which may include criteria to determine acceptability, such as inspection, testing, quality, workmanship, delivery, service, price, completion date, and/or suitability for a particular purpose.
- b. Corrections or withdrawal of inadvertently erroneous bids shall be permitted up to the time of bid opening. After bid opening, no changes in bid prices or other provisions shall be permitted; provided however, the Purchasing Administrator shall have the authority to waive minor irregularities as provided by law or correct obvious calculation errors.
- c. Those criteria that will affect the bid price and be considered in evaluation for award, excluding cash discounts, shall be objectively measurable, such as trade discounts, transportation costs, and total or life cycle costs. The bid document shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluations that are not set forth in the bid document.
- d. All quotations and proposals must be signed with the vendor name and by an officer or employee having the authority to bind the vendor with that signature. For bids submitting in physical form, any erasures or corrections must be initialed by the bidder in ink and signatures must be original and in ink. Bids shall be typewritten or written with pen and ink.
- e. This signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon authorized approval by the Town. In case of default on the part of the bidder after such acceptance, the Town may take such action as it deems appropriate including legal action for damages or specific performance.

- f. The successful bidder shall NOT assign, transfer, convey, sublet or otherwise dispose of said contract, or his right, title or interest in or to same, or any part thereof, without previous consent in writing from the Town.
- g. Bids on individual items must include unit prices as well as total prices. Where a variance exists on the bid form between the unit price and the extension or whenever other discrepancies are noted between prices on the bid form and prices quoted elsewhere in the bid package, the unit price quoted on the bid form shall prevail. Numbers that are spelled out shall have precedence over numerals.
- h. Unless otherwise stated, the quantities or usage shown in the bid document are estimated only. No guarantee or warranty is given or implied by the Town to the total amount that may be or may not be purchased from any resulting contracts. These quantities are for bidder information only and will be used for tabulation and presentation of bid and the Town reserves the right to increase or decrease quantities as required.
- i. Bidder warrants by virtue of bidding that prices and terms and conditions in the bid will be firm for acceptance and will not be withdrawn for a period of ninety days (90) from the date of the bid opening or for the period specified in the solicitation document, whichever is greater. Prices shall be firm with no escalator clauses.
- j. The Town is exempt from sales taxes imposed by the State or Federal Government, as provided by law. Exemption certificates will be supplied upon request.
- k. Whenever materials or equipment are specified or described in the bid document by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. The bidder will be required to submit sufficient information to allow the Town to determine that the material or equipment proposed is equivalent to that name. The Town will be the sole judge concerning the merits of proposed material or equipment.
- l. All goods or equipment bids shall comply with all applicable Federal, State and local laws relative thereto including all safety-related items as required by the Federal Occupational Safety and Health Act (OSHA).
- m. Generally, all contracts awarded by the Town shall include the requirement that the successful bidder shall defend actions or claims brought and hold the Town harmless from loss, cost or damage by reason of actual or alleged violations of Federal, State or local law in the design or manufacturing of equipment and/or materials.

9. Award of Contract

Contracts shall be awarded to the lowest, responsive, responsible Bidder. In determining the “lowest responsive, responsible Bidder,” in addition to price, the Town may consider:

- a. The ability, capability and skill of the Bidder to perform the contract or provide the service required. Providing the required service includes, but is not limited to, an adequate amount of insurance coverage as set by the Purchasing Administrator. Documentation of coverage is through the Purchasing Administrator’s acceptance of the Certificate of Insurance.
- b. Whether the Bidder can perform the contract or provide the service promptly or within the time specified, without delay.
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- d. The quality of performance of previous contracts or services with the Town and with other entities.
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service.
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract to provide the service.
- g. The quality, availability and adaptability of the supplier, or proposed contractual services to the particular use required.
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract and the associated maintenance cost.
- i. The number and scope of conditions attached to the bid or quote.
- j. Bidder’s history of default on prior public contracts.
- k. Bidder’s history of litigation or arbitration.
- l. Life cycle costs of the equipment or product bid compared to the life cycle cost of equipment or products bid by other Bidders.
- m. Durability of, safety or security of, and warranties for the equipment or product bid or quote compared to those same traits of equipment or products of other Bidders.

A record should be maintained by the Purchasing Administrator of bidding information on materials in regular use. Such records shall include a Bidder's list, specifications, previous quotations and bids received.

Vendors who believe they have been unfairly treated during the formal bidding process may file a complaint with the Town Manager. Complaints shall be submitted in writing within ten (10) days after the aggrieved vendor knows or should have known the facts giving rise thereto. The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to Lauderdale-By-The-Sea in an amount equal to ten percent of the contract value, which resulted from an RFP, ITB, LOI or RFQ, but not greater than five thousand dollars (\$5,000). The filing fee shall guarantee the payment of all costs which may be adjudged against the protester in any administrative or court proceeding or in investigating the protest.

The Town Manager or designee shall investigate as far as resources allow and determine the validity of the complaint. If the complaint is not resolved by mutual agreement of the Town and the vendor, the Town Manager or designee shall promptly issue a decision in writing after consulting with the Town Attorney. The decision shall state the reasons for the action taken. A copy of this decision shall be mailed or otherwise furnished immediately to the complainant, and any other party involved.

If a protest is upheld by the Town, the filing fee shall be refunded to the protester.

Following the identification of the lowest responsive, responsible bidder and the resolution of any written vendor protest, the Town Manager shall recommend to the Town Commission that a contract be awarded to the selected vendor.

F. CONSULTANTS' COMPETITIVE NEGOTIATION ACT

Florida Statutes Section 287.055, known as the Consultants' Competitive Negotiation Act (CCNA), sets forth requirements and specific procedures for the procurement and contracting of professional architectural, engineering, landscape architectural, and registered surveying and mapping services. The CCNA establishes a three-phase qualifications-based process for procuring professional services: Phase 1 – Public announcement and qualification; Phase 2 – Competitive selection; and Phase 3 – Competitive negotiation. The Town is required to comply with the CCNA process for each occasion when the professional services must be purchased for (i) a construction project estimated to cost more than \$325,000, or (ii) a design/planning or study activity where the fee for professional services is more than \$35,000.

If the Town seeks to pre-qualify and retain professional services on a continuing basis for a series of projects, the Town may enter into a continuing contract pursuant to the procedures set forth in the CCNA. The CCNA authorizes the use of continuing contracts, defined as contracts for professional services entered into in accordance with all the procedures of the CCNA between the Town and a firm whereby the firm provides professional services to the agency (i) for construction projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million, (ii) for procuring a study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000, or (iii) for work of a specified nature as outlined in the contract required by the agency. A continuing contract may be for a fixed term or with no time limitation and must provide a termination clause. The CCNA prohibits firms providing professional services under continuing contracts from being required to bid against one another.

The Town's purchasing policy shall automatically be modified to reflect any amendments made to Florida Statutes Section 287.055 and the purchasing thresholds set forth in Florida Statutes Section 287.017.

Purchases of professional services covered by the Consultants' Competitive Negotiation Act must be made from vendors approved by the Town Commission after the following actions take place:

1. Issuing an RFQ without requesting a price quote.
2. The RFQ solicitation shall be placed on the Town's website, and advertised in the manner best suited for the particular commodity or service being acquired or procured. The RFQ must include a general description of the project and must indicate how interested consultants may apply for consideration.
3. The Town conducts discussions with no fewer than three vendors or pre-qualified vendors from a library of continuing services contracts regarding their qualifications, approach to the project, and ability to furnish the required services and the appropriate vendors are certified by the Town as qualified to perform the requested services.
4. Selection, in ranked order, of at least three qualified vendors (provided the Town has received responses from three vendors) using current qualifications and performance data (other than price) obtained from each vendor in response to the RFQ document (or drawn from the library of continuing services contracts), subsequent discussions and/or formal presentations if required.
5. Fee negotiations in ranked order, with the most qualified firms at compensation which the Town determines is fair, competitive, and reasonable. Alternatively, at the discretion of the Town Manager, the Town may obtain, on a cost reimbursement basis, the assistance of the Florida Department of Transportation or the Florida Department of Management Services in selecting and/or negotiating

contracts with consultants covered by the Consultant's Competitive Negotiation Act.

G. SELECTION OF AUDITORS

Acquisition of financial auditing services to satisfy the annual financial audit requirements of *Florida Statutes Section 218.39* must be made in compliance with the provisions of *Florida Statutes Section 218.391*, which require that RFPs for such audit services be publicly announced and the responsive proposals evaluated and ranked by an audit committee prior to Town Commission selection of an auditor and approval of a contract.

H. PURCHASING DOCUMENTATION

1. Documenting a Purchase Request

After obtaining the required pricing information described above, the department director making the purchase shall provide to the Purchasing Administrator documentation of the quotes or bids received, a recommendation on which vendor is recommended and an explanation of any reasons why the lowest bid was not selected, and other information needed to complete the purchase such as the quantity, quality, price, delivery time/location, of goods, property, and/or services to be acquired and the budgeted account to be charged. The documentation should also detail other conditions of the procurement, such as service, warranty, and payment terms, and indicate that all applicable procurement requirements have been followed. It is the responsibility of the Town department to submit the purchase request sufficiently in advance of the date the goods/services are needed to allow for its timely review, approval and processing.

2. Purchase Orders

After the Town Finance Director has verified the availability of budgeted funds for the procurement and has verified that the procurement is being made in accordance with the policies prescribed in this manual, the Purchasing Administrator will generate a numbered Purchase Order for purchases in excess of \$12,500. The Purchase Order must be signed by the Purchasing Administrator and the management official who is authorized by Section III, Paragraph B-2 to approve that level of expenditure. In the event that the Purchasing Administrator is not available, Purchase Orders may be signed by the Town Manager.

The issuance of purchase orders by unauthorized individuals will not be recognized by the Town and payment of these obligations will not be approved.

The Purchasing Administrator will keep copies of all issued Purchase Orders.

It is preferred that purchase orders establish a venue for enforcement in Broward County Florida.

I. PROCUREMENTS UTILIZING LAW ENFORCEMENT TRUST FUNDS (LETF)

All purchases to be paid for utilizing LETF must comply with *Florida Statutes Section 932.7055* and must be approved in advance by the Police Chief and the Town Commission.

A copy of the Town Commission approval must be maintained by the Purchasing Administrator. LETF expenditures are restricted by *Florida Statutes Section 932.7055* to school resource officer, crime prevention, safe neighborhood, drug abuse education, drug prevention, drug treatment, complex/protracted investigation cost, additional police equipment/expertise, or federal grant matching purposes.

J. CONTRACT ADMINISTRATION

1. Contract Compliance

After the award of any contract, the Town department using the property/goods/services, or in some cases the construction Project Manager, will ensure that both the Town and the vendor are in compliance with all terms and conditions of the contract including maintaining current insurance certificates. The procuring department will maintain a written record of the vendor's performance relating to contract requirements.

In cases where the vendor does not adhere to delivery and specifications or is in technical breach of a contract, the procuring department must attempt to rectify the situation with the vendor and maintain written record of these attempts. This written record should contain specific instances of non-compliance with contract requirements and a time frame for resolution of the issues involved as well as any change orders. The department shall provide copies of all non-compliance correspondence and records to the Purchasing Administrator.

In cases where the procuring department is unable to rectify a breach of contract with the vendor, the matter shall be turned over to the Purchasing Administrator along with all documents for resolution which may include, but not be limited to recommending to the Town Manager that the contract be canceled; suspension or debarment of the vendor; or institution of appropriate legal action through the Town Attorney.

2. Change Orders

- a. When circumstances arise that necessitate modifying a vendor's existing contract, a contractual change order may be used provided:

- i. The changes do not substantially alter the character of the work contracted for and do not vary so substantially from the original specifications as to constitute a new undertaking. Such changes must be reasonable and conscientiously be viewed as being in fulfillment of the original scope of the contract.
 - ii. Further, such changes when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract.
- b. Town Manager Approval. The Town Manager or designee is authorized to approve the following types of change orders determined in his/her judgment to be in the best interest of the Town, as follows:
 - i. A change order decreasing the cost of the contract to the Town. Should the decreased cost materially alter the character of the work contemplated by the contract, the nature and impact of the revision on the original character of the work under contract shall be documented in writing and signed by the vendor and the Town Manager.
 - ii. Change orders increasing the cost of the contract by a cumulative amount not to exceed twenty-five thousand dollars (\$25,000) or 10% of the contract amount, whichever is greater or specifically authorized by the Town Commission to be within the Town Manager's change order approval authority at the time the original contract was approved by the Town Commission; provided that an appropriation exists within the project account sufficient to pay the amount of the change order.
 - iii. Change orders that do not affect the price of the contract.
- c. Town Commission Approval. Except for change orders authorized to be approved by the Town Manager as provided for in Section III (L)(2)(b) above, all other change orders must be formally approved by the Town Commission before work may be authorized to begin, and no claim against the Town for extra work in furtherance of such change order shall be allowed unless said prior approval has been obtained or the original contract with the vendor provides otherwise.

3. Receipt of Goods and Invoice Payment

When a Town department receives a shipment of goods that have been ordered, an inspection of the contents should be conducted to ensure that the item(s) received match what was ordered, and that it is in satisfactory condition.

An invoice, bill of lading, or packing slip should be included with the shipment and, after inspection, the department opening the shipment should mark the document “received” with the date and signature of the person inspecting the shipment. If any damage to the shipment is detected, this should be noted on the receiving slip. Damaged merchandise should generally not be accepted and it is the responsibility of the procuring department to resolve damage claims.

All invoices from vendors should be sent directly to the Town’s Finance Department by the vendor. If a procuring department receives an invoice and that invoice identically matches the amount of a purchase order, that department should note whether the goods have been received, and whether payment can be made against the specified purchase order number. Then the invoice should be sent directly to the Town’s Finance Department with the signature of the department Head indicating the invoice is authorized for payment by that department Head.

The timeliness of processing invoices may affect the relationship between the Town and its vendors. The Town must process, complete and correct invoices within 30 days of receipt (20 days in the case of construction services). Per State Statute 218.70, Local Government Prompt Payment Act. Invoices should contain the following basic information:

- Purchase order number (if applicable)
- Itemized listing of materials or services rendered
- Quantity of each item
- Unit price with extensions
- Discount terms if applicable
- Services provided, including hours and billing rates where applicable

When partial shipment is made on an order, any item appearing on the vendor’s packing slip and/or invoice that was not received, should be struck out or marked back order (B/O) before signing as the receiver of the goods so listed. In short, signature should be given to the vendor only for goods actually received.

4. Renewal Options or Contract Extension

Once a contract has been approved by the Town Commission, the Town Manager may exercise any extension or renewal options included in that contract, provided that the terms and conditions of the extension or renewal are consistent with the terms and conditions of the contract approved by the Town Commission.

The Town Manager may exercise any extension or renewal options included in any contract that was originally approved by the Town Manager and continues to be within the Town Manager’s purchasing authority.

5. Temporary Extension of Contracts

At the discretion of the Town Manager, existing contracts may be extended beyond their specified expiration date for a period of up to one hundred and fifty (150) days for operational purposes if such extension is deemed by the Town Manager to be in the best interest of the Town.

Extensions beyond one hundred and fifty (150) days require the approval of the Town Commission.

K. INVENTORY/WAREHOUSE

At the discretion of the Town Manager, the Town may procure and maintain an inventory of items used on a repeat or continuing basis by one or more departments. Any such items inventoried by the Town will be purchased, warehoused, and distributed in accordance with procedures established by the Finance Director. Inventory records shall be maintained by an inventory custodian designated by the Finance Director.

L. CONSTRUCTION PROJECTS

1. If the cost of a purchase related to the construction, demolition, renovation, modification, or repair of any public facility, utility, building, or land exceeds twenty-five thousand dollars (\$25,000) then the requirements for formal competitive selection apply unless waived by the Town Commission or superseded by the special construction procurement requirements in state law.
2. The Town will comply with all state statutes applicable to Town construction projects, including, but not limited to, the following:

	<i>Florida Statutes</i>	Subject
i.	255.04	Preference to home industries in building public buildings. Preference shall be given, in the purchase of material and in letter contractors for the construction of such building, to materialmen, contractors, builders, architects, and laborers residing in Florida when constructing any public administrative or institutional building provided: • there is no increase in cost resulting from the preference, and • the quality of materials proposed for purchase as well as the qualifications, character, responsibility, and fitness of resident vendors is comparable to non- resident materials and/or vendors.

ii.	255.20	Local bids and contracts for public construction works; specification of state-produced lumber. Anytime a construction project is estimated to cost more than the statutory minimums, the solicitation of bids/proposals must be publicly advertised at least once in a newspaper of general circulation in Broward County prior to the established bid opening and prior to any scheduled pre-bid conference.
iii.	255.21	Provide special facilities for physically disabled access Any building or facility intended for use by the general public which is contracted, altered, or operated as a lessee by the Town shall provide the special facilities for physically disabled access specified in Part V of Chapter 553.
iv.	255.40	Use of asbestos in new public buildings or buildings newly constructed for lease to governmental entities is prohibited in any building, construction of which is commenced after September 30, 1983, which is financed with public funds or is constructed for the express purpose of being leased to any governmental entity.
v.	218.73	Within 30 calendar days after reaching the earlier of substantial completion or beneficial occupancy, the Town and the contractor will inspect the work and develop a punch list covering those items required to render complete, satisfactory, and acceptable the construction services purchased by the Town. The punch list will include a schedule of values that provides the estimated cost to complete each item on the punch list. If the Town and contractor are unable to agree on an item or value, the Town has final discretion whether to include an item and the amount for valuation of the cost to complete each item on the punch list. Within 20 business days after the creation of the punch list, the remaining contract balance, including retainage, will be paid to the contractor less an amount equal to 150 percent of the cost to complete the items on the punch list. Upon reaching final acceptance for an item or all items, the 150 percent withheld for each item will be released with final payment. For projects valued at \$10 million or more, the 30 calendar day period may be extended to 45 days.

3. *Section 255.0525 - Advertisements.*

Under Florida Statutes Section 255.0525, anytime a construction project is estimated to cost more than two hundred thousand dollars (\$200,000), the solicitation of bids/proposals must be publicly advertised at least once in a

newspaper of general circulation in Broward County at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. Construction projects estimated to cost more than five hundred thousand dollars (\$500,000), the public advertisement must be publicly advertised at least once in a newspaper of general circulation in Broward County at least 30 days before the established bid opening and at least 5 days prior to any scheduled prebid conference. In cases of emergency, the procedures required by Section 255.0525 may be altered by the Town in any manner that is reasonable under the emergency circumstances.

For purposes of Section 255.0525 only, the term “emergency” is defined as an unexpected event resulting in an interruption in delivery of an essential government service or an immediate danger to either public health/safety or loss of public/private property.

If *Florida Statutes Section 255.0525* is amended to modify the dollar thresholds for advertising, to allow for other forms of advertising, or eliminates or otherwise modifies this requirement, the Town’s purchasing policy shall automatically be considered to be modified to track the statutory provisions.

4. *Section 255.20. Formal Competitive Process.*
 - a. Unless specifically exempted below, *Florida Statutes Section 255.20* requires the use of a formal bidding process as previously described whenever the estimated cost of a Town project to construct/improve a public building, structure, or other public work exceeds three hundred thousand dollars (\$300,000) in total, or exceeds seventy-five thousand dollars (\$75,000) in electrical work specifically. The Town’s purchasing policy shall automatically be considered to have been adjusted to reflect Consumer Price Index adjustments to the three-hundred thousand dollars (\$300,000) total cost and seventy-five thousand dollars (\$75,000) electrical cost thresholds provided for in *Florida Statutes Section 255.20*.
 - b. All contractors selected for construction projects must be appropriately licensed.
 - c. The estimated cost of the project includes all non-inmate labor as well as the cost of all equipment and materials to be used in the project.
 - d. If the construction/improvement project relates to a road, bridge, street, highway, or railroad, and is estimated to cost more than two hundred fifty thousand dollars (\$250,000), the Town may:
 - i. Require that interested vendors be certified or qualified to perform such work by publishing a public notice that includes the qualification criteria in the advertisement.

- ii. Disqualify the bid/proposal of any contractor that is ten percent (10%) or more behind on completing an approved progress schedule for the Town at the time of the RFP/bid advertisement unless FDOT considers the contractor pre-qualified and eligible.
- e. The requirements of *Florida Statutes Section 255.20* do NOT apply to:
 - i. Projects that have been through the formal bidding process without receiving any responsive bids or proposals.
 - ii. Projects involving repair or maintenance of an existing public facility.
 - iii. Projects using appropriately-licensed Town employees to perform the work (after holding any required public hearing).
 - iv. Projects undertaken exclusively as part of a public educational program.
 - v. Projects whose funding source will be disqualified or lost because the formal bidding process will take longer than the time within which the funding source must be spent.
 - vi. Projects where the successful bidder has either abandoned the job before completion or been terminated by the Town.

NOTE: The dollar amounts listed in this Section III(N) that are set by state statutes may change over time (higher or lower). Staff has the responsibility to confirm the correct and appropriate amount before proceeding with a purchase.

SECTION IV – EXCEPTIONS TO GENERAL PURCHASING POLICIES

To the extent described below, and except as otherwise provided by state law, the following types of purchases are not required to comply with the General Purchasing Policies set forth in Section III of the Purchasing Manual. These purchases, while not subject to the competitive procurement requirements, are still subject to approval by the individuals authorized to approve purchases at various dollar thresholds as outlined in Section III.

A. Sole Source Procurement

Subject to written justification by the ordering department, the concurrence of the Purchasing Administrator, and the advanced approval of the Town Manager or his or her designee, non-emergency Sole Source Procurement may be awarded for a supply, service or construction item costing up to twenty-five thousand dollars (\$ 25,000) without competition when it is determined that there is only one source available (e.g. repairs or additions from the original equipment manufacturer, only supplier in the area, franchised or licensed distributor or service, patented or proprietary item), or by negotiation where the procurement by competitive procedures is not feasible (e.g. specifications cannot be clearly drawn) nor practical (e.g. bids were solicited but no responsive bid was received from a responsible bidder).

Personal preference or convenience in the absence of identifiable offsetting cost savings are not sufficient reasons for spending public funds under non-competitive conditions. Each sole source procurement must be justified in writing by the Town official/employee seeking to make a sole source procurement, and, in the case of construction/modification/alteration/repair of any publicly owned facility, recommended in writing by the project architect/engineer (per *Florida Statutes Section 255.04*). Where standardization is determined to be desirable by the Department Director or Purchasing Administrator, the purchase of goods and services may be by negotiation with the written approval of the Town Manager. If (a) items were purchased under a competitive quote process previously, (b) additional or replacement items are being purchased and there is an aesthetic or standardization need for identical items to be utilized and (c) those identical items are only available from that same source, the purchase may be considered a sole source purchase for aesthetic or standardization reasons.

Non-emergency sole source procurements costing more than twenty-five thousand dollars (\$25,000) must be approved in advance by the Town Commission. Purchases may not be artificially divided for the purpose of avoiding Town Commission approval.

B. Emergency Procurements

The Town Manager may make emergency procurements of budgeted commodities or contractual services even if the cost exceeds twenty-five thousand dollars (\$25,000) when there exists any level of emergency under the Town's current Comprehensive Emergency Operations Plan or a clear and present threat to public health, property, welfare, safety or other substantial loss to the Town, provided, however that such

emergency procurements shall be made with such competition as is practicable under the circumstances. In cases of emergency, as defined in Section 255.0525 of the Florida Statutes, the procedures required by Section 255.0525 for construction projects which are estimated to cost more than the statutory minimums, may be altered by the Town in any manner that is reasonable under the emergency circumstances.

A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of the emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the commodity or contractual service procured under this contract, contractor invoices/receipts and the number of the purchase order, if any.

In order to maximize the recovery of Town funds, emergency procurements for which insurance, federal and/or state (e.g. FEMA) reimbursement is anticipated should comply with the current insurance policy or federal/state program procurement requirements (e.g. 44 CFR Parts 13 and 206). Unless otherwise directed by the Town Manager, all emergency procurements shall be reviewed for reimbursement eligibility sufficiency by the Purchasing Administrator prior to the execution of an emergency procurement.

The Town Commission shall be notified of such emergency procurements in excess of twenty-five thousand dollars (\$25,000) at the first Town Commission meeting held after the emergency procurement.

In any event, any increase over the original amount of an emergency procurement reported to the Town Commission exceeding ten percent (10%) must be reported to the Town Commission to be noted for the record.

C. Grants

In any situation where compliance with the Town's General Purchasing Policy will place the Town in conflict with the terms of any grant, the Town shall comply with such grant requirements which are mandatorily applicable and which are either not reflected in the General Purchasing Policies or are contrary to provisions of the General Purchasing Policies. This includes, but is not limited to, Federal Emergency Management Agency (FEMA) disaster recovery assistance per 44 CFR Parts 13 and 206.

D. Professional Services

Subject to compliance with applicable state law, professional services in amounts that exceed twenty-five thousand dollars (\$25,000) may be exempted from the competitive procurement requirements by the Town Commission upon a finding that such procurement is in the best interest of the Town.

At the discretion of the Town Manager, contracts for professional services are exempt from the competitive procurement requirements in amounts up to twenty-five thousand dollars (\$25,000).

Any applicable state law, such as the auditor selection procedures (*Florida Statutes Section 218.391*) and *Florida Statutes Section 287.055* (The Consultants' Competitive Negotiation Act), shall be followed if the services being acquired are of a nature and amount that would cause them to be subject to those statutory provisions.

The Town Manager is authorized to enter into multiple awards, open-end, fixed, or any other legal contracts for professional services not covered by *Florida Statutes Section 218.391* or *Florida Statutes Section 287.055* (Consultants' Competitive Negotiation Act) by issuing purchase orders to vendors with continuing budgeted contracts approved by the Town Commission.

E. Cooperative Purchasing (Piggybacking)

1. All purchases of commodities or services under the provisions of federal, state, or a state's political subdivisions' purchasing contracts shall be exempt from the requirements of Section III, provided that the following criteria are all satisfied:
 - a. The terms and conditions of the original contract (including any user surcharge pursuant to *Florida Statutes Sections 287.056 and 287.1345*) are satisfactory to the Town.
 - b. The original contract is current and resulted from a competitive vendor selection process.
 - c. The Department Director or Purchasing Administrator has performed a market survey to determine if the prices of the original contract are fair and reasonable.
 - d. The Town Commission authorizes such procurement when the cost of the commodities or services exceeds the Town Manager's purchasing authority.
 - e. In utilizing other agencies' contracts, the Town may order lesser quantities than provided in the contract on which the Town is piggybacking as long as the unit cost is the same or less than it was in the original contract. Likewise, the Town can negotiate with the vendor a cost lower than that in the contract being piggy-backed in the event that the amount of work that would need to be done in a smaller municipality such as the Town is reasonably assumed to be less than required for a larger city or organization.

- f. The Town may exercise any extension options provided in the original contract when utilizing other government agencies' contracts even if the other government agency with the original contract does not exercise the extension option.
2. The Town may procure goods and services via contracts that result from the Town's participation in cooperative purchasing groups with other governmental agencies or the Town's use of contracts from state or national cooperative purchasing networks that awarded contracts through open competition.

F. Travel, Meals and Entertainment

At the discretion of the Town Manager or designee, the Town will pay for the following reasonable and necessary expenses associated with travel and transportation resulting from an employee's or other authorized person's attendance at any meeting, seminar, conference or convention which has been properly approved as having a demonstrated benefit to the Town.

Payments made under this policy are subject to the following limitations and restrictions:

1. **Airfare** is restricted to exclude the cost of first or business class fare. Reservations should be made as far in advance as possible to allow for the lowest possible fare. Quotes for fares shall be obtained from at least three airlines. The lowest fare with a reasonable travel time should be selected.

It is not permissible to select a higher fare ticket because the traveler has a loyalty affiliation with a particular carrier. If the traveler wishes to utilize an airline with which they have a loyalty affiliation, they must reimburse the Town the difference between that fare and the lowest fare available on other airlines with a reasonable travel schedule.

The fare search results from an on-line travel website that displays multiple airlines fares should be printed and submitted with the request for travel expense reimbursement. If the traveler booked an airfare that was higher than was reasonable given the alternatives, they shall only be reimbursed for the lowest fare that was available with a reasonable travel time. The Town Manager or Deputy Town Manager shall make the determination on what is a "reasonable travel time" in such cases.

2. **Automobiles** may be rented for remote, extended or emergency travel, subject to the following:
 - a. The location of the meeting, seminar, conference, or convention is different than that of the lodging accommodations, or

- b. The rental of the automobile is less expensive than other forms of transportation between the lodging and meeting place plus the cost of transport to and from the airport, or
 - c. Rental car tariffs under the state contract must be consulted and used if they are lower than rates that can be attained through other sources.
- 3. **Insurance** is not an allowable expense unless approved in advance of the trip by the Purchasing Administrator.
- 4. **Parking and toll** reimbursement will be allowed provided that the costs are documented and reasonable. Parking at airport or near-airport parking lots will be reimbursed only if the total cost is less than the cost of taxi fare to and from the traveler's home. Transfers from airport to hotel will be reimbursed if submitted upon return from the trip with a receipt.
- 5. **Registration** payments will be made directly by the Town or reimbursed to the employee. Registration fees that exceed the advanced registration fees must be approved by the Town Manager.
- 6. **Meals** for other than local travel (Dade, Broward and Palm Beach counties) will be paid in accordance with the prevailing per diem established by the Internal Revenue Code Continental U.S. rate for meals and incidental expenses, if receipts are not submitted, reduced proportionately for partial days or meals provided through registration of airfare. Such payment is inclusive of all meal-related expenses including non-alcoholic drinks, and tips. The Town Manager can approve additional expenditures substantiated by receipts when the expenditures have a demonstrated benefit to the Town.

Per Diem amounts paid will be reduced by one-third if the employee begins travel after 9:00 a.m. and/or ends travel before 6:00 p.m. Additionally, all meals otherwise provided in the room rate or in the conference registration fees or prepaid by the Town, exclusive of continental breakfasts, will reduce per diem payments.

Employees will not be entitled to any meal reimbursement for local travel except for meals at professional association meetings (Dade, Broward and Palm Beach counties) unless the employee attended to other business during the time of the pre-paid meal and the Town Manager approves that exception.

- 7. **Lodging** for traveling employees will be reimbursed for the conference or seminar hotel or, in the case of travel not associated with a seminar or conference, at a mid-range priced hotel near the site where the Town's business is being conducted. All reasonable efforts shall be made to have the hotel honor the Town's tax exempt status.

8. **Mileage** reimbursement payments to employees who use their personal vehicle for local travel (Dade, Broward and Palm Beach) will be made at the amounts and limits set by the Internal Revenue Code of the United States of America unless the employee is assigned a Town vehicle or is paid an automobile allowance. The cost of gasoline for a Town vehicle will be reimbursed upon presentation of receipts. Employees who are provided an automobile allowance may not also use a Town vehicle for travel or transportation purposes except under circumstances approved by the Town Manager. Employees seeking payment for use of their personal vehicle must submit a properly completed Claim for Mileage Reimbursement form to the Purchasing Administrator.
9. **Tips.** Employees may be reimbursed for small, customary tips for assistance with luggage or hotel services etc. without being required to provide a receipt.
10. **A Travel Expense Statement** must be completed before and/or after attending meetings, seminars, conferences, and conventions, as documentation for all related travel and transportation costs as well as the costs of registration. The Travel Expense Statement must be submitted for approval to the Purchasing Administrator within two (2) weeks of return for all types of travel.

Travelers who fail to submit the Travel Reimbursement Form will be responsible for all costs advanced for the travel. Receipts for all expenses for which the employee is seeking reimbursement, or was advanced funds for travel, must be attached to the Travel Expense Statement. Any incomplete form will be returned by the Purchasing Administrator to the originating department for correction.

It is the responsibility of the originating department to make sure all paperwork is properly submitted in sufficient time to allow for all approvals and to allow the Finance Department adequate time to prepare advance checks for the traveler.

If an employee who was advanced funds for travel does not submit receipts documenting the expenditure of those funds in compliance with these policies, the employee will be required to reimburse the Town for funds not documented in a properly submitted travel expense report.

G. Purchasing Card (P Card)

The Purchasing Card Program is subject to such policy adopted by the Town Commission and is incorporated herein by reference.

H. Exempt Items

The following types of expenditures are not subject to the provisions of Section III of this Purchasing Manual and do not require the use of a Purchase Requisition or Purchase Order.

1. Budgeted utility bills for electricity, natural gas, telephone, water, sewer, or garbage/trash collection.
2. Health-related insurance must be competitively bid per Fla. Stat. Section 112.08, and extensions shall be as provided for in the contract that results from the bid.
3. Property, liability, automobile, or workers' compensation insurance premiums can be extended with increases of no more than 5% per year without being rebid, but competitive quotes for these insurance policies should be obtained at a minimum of every three years.
4. Budgeted payments of principal and interest or lease obligations originally approved by the Town Commission. Budgeted pension contributions and deferred compensation contributions. Unemployment compensation billings from the State of Florida.
5. Remittance of taxes or fees collected on behalf of other governmental entities. Purchase of investment instruments that are made in accord with the Town's investment policy.
6. Budgeted services that involve special skill, ability, training, or expertise of a unique, original or creative nature (such as musicians, performers, speakers).
7. Legal services.
8. Payments made under order of a court determined by the Town Attorney to have competent jurisdiction, or settlements of legal claims where the Town Manager deems it is more cost-effective to settle such claims than to incur the legal costs and time inherent in defending the Town. However, such settlements are subject to the approval thresholds set out in Section III by dollar amounts.
9. Advertising costs. This includes, but is not limited to, advertising for procurements, legal notices, recruitment of staff, special events, and the cost of advertising to market the Town.
10. Contracts for grants, services, goods or shared services with other governmental entities or not-for-profit organizations provided that the prices being paid for such goods or services are reasonable and competitive with the marketplace, or that such contracts assure security or continuity of service that is deemed essential, or when services are needed on a temporary basis and does not warrant the cost to go through a formal procurement effort.
11. Use of temporary service providers or independent contractors to fill vacant, budgeted staff positions provided that funds are budgeted to cover these expenses.
12. Payments made to non-profit organizations authorized by the Town Commission.

I. Open/Blanket Purchase Orders

Open/blanket purchase orders may be issued by the Purchasing Administrator only for recurring budgeted procurement of indefinite unspecified types, quantities, and/or unit costs of goods or services from a specified vendor within the current fiscal year on an “as needed” basis. However, individual open/blanket purchase orders for more than three thousand dollars (\$3,000) are subject to the required documentation and thresholds. Also, recurring budgeted procurements of similar goods or services during each fiscal year shall be aggregated for the purpose of applying the purchase approval requirements.

J. Real Estate Acquisition

The purchase of real property is governed by Florida Statutes Section 166.045, as amended from time to time.

The following land acquisition procedures shall be employed whenever the Town seeks to acquire, by purchase, any real property.

1. Prior to initiating any negotiations for the acquisition of any real property with the property owner, the Town shall obtain a written appraisal performed by a state certified real estate appraiser with an MAI designation. Two (2) appraisals are required when the value of the first appraisal exceeds five hundred thousand dollars (\$500,000). Appraisers selected to appraise real property pursuant to this Section shall submit an affidavit substantiating that the appraiser has no vested or fiduciary interest in the property that is the subject of the appraisal.
2. Appraisal reports, offers and counter-offers are exempt from the provisions of *Florida Statutes Section 119.07(1)* (Public Records Law) for a period of time as provided in *Florida Statutes Section 166.045*, as amended from time to time.
3. No negotiations may be commenced or offer or counteroffer made by the Town for the acquisition by purchase of real property without prior authorization of the Town Commission.
4. Upon commencement of negotiations, the Town shall inform the property owner, in writing, that all agreements for the purchase of real property are subject to approval by the Town Commission.
5. Any agreement by the Town to purchase real property shall be submitted to the Town Commission for approval at a public meeting after thirty (30) days public notice. Notice of the proposed purchase of real property shall be published in a newspaper of general circulation in the Town.
6. Evidence of marketable title in the form of (i) the property owner’s existing title insurance policy or (ii) a title search with title opinion from the property owner’s

attorney shall be provided to the Town, by the property owner at the property owner's expense, not later than five (5) business days after the execution of the purchase and sale agreement.

7. If the agreed purchase price exceeds the average appraised price of the two appraisals, the governing body is required to approve the purchase by a majority-plus one vote of the Town Commission. (See Section 166.045(1)(b), Fla. Stat.).
8. In order to prevent the premature disclosure of the Town's interest in acquiring a specific parcel of real estate, the Town Manager may expend up to thirty thousand dollars (\$30,000) on related appraisals, and environmental studies without Town Commission approval.

K. Leasing Town-Owned Real Property

The Town shall have a market analysis done of prevailing market lease rates for like or similar property in advance of leasing Town-owned property, when such lease shall be for a period of two years or more. The Town is not obligated to attain those market rates in the lease, but the market lease rate analysis shall be provided to the Town Commission at a public meeting at which the proposed lease is presented for approval.

Sidewalk café leases, encroachment agreements, and parking space leases are exempt from this requirement.

L. Waiver of Purchasing Procedures

The Town Commission may waive Town purchasing requirements when they find that an alternative purchasing method is in the best interest of the Town.

SECTION V – ASSET DISPOSAL

A. Confiscated, Unclaimed or Abandoned Property

Unless Florida Statutes or grant agreements provide otherwise (e.g. property subject to *Florida Statutes Chapter 717*), all confiscated, unclaimed, or abandoned property coming into the possession of the Town, or any property other than real property (improved or unimproved) owned by the Town which has become obsolete or which the Town has no need of, shall be disposed of in whichever of the following ways is determined by the Town Manager or designee to be in the best interest of the Town.

1. Transfer to another governmental or non-profit entity with the approval of the Town Commission.
2. Trade-in on new property.
3. Sale at a public auction conducted by a qualified auctioneer.
 - a. In the event of a physical, public auction, the Purchasing Administrator shall ensure procedures are established to assure disposal of the auctioned property and to provide an accounting of the auction results.
 - b. The Town Clerk shall advertise the date, time, and location of the physical, public auction at least ten (10) days in advance of the auction date. The advertisement may be made on the Town website, through flyers or mailings, or through a newspaper advertisement or a combination of those methods. The value of the equipment and property to auction shall be considered in determining the extent and methods of advertising to be employed.
 - c. The Purchasing Administrator or designee must be present at the auction during the sale of Town property, except in the case of an internet auction.
 - d. the contract with the auctioneer shall require that the auctioneer shall make payment to the Town within fifteen (15) days from the date the auction is held. In addition to the payment, the auctioneer shall provide the Town with sales receipts showing tag number, sale price and to whom each item was sold.
4. The Purchasing Administrator shall research and utilize online auctions as an option for disposal of Town property excluding real property, where appropriate. Town staff shall make some assessment of the value of the property to be auctioned prior to the online auction and set a minimum bid price.

B. Real Property

The following bidding procedures shall be employed whenever the Town seeks to sell and convey any real property belonging to the Town.

1. Prior to advertising for bids on Town-owned real property, the Town shall obtain at least one written appraisal performed by a state certified real estate appraiser with an MAI designation. Appraisers selected to appraise real property pursuant to this Section shall, prior to contracting with the Town for appraisal services, submit an affidavit substantiating that the appraiser has no vested or fiduciary interest in the property which is the subject of the appraisal.
2. Public notice of the invitation to bid calling for bids for the purchase of the subject real property shall be published once a week for at least two (2) weeks in a newspaper of general Broward County circulation.
3. The contract for purchase shall be awarded to the highest bidder whose bid meets the requirements and criteria set forth in the invitation to bid and instructions to bidders unless the Town Commission rejects all bids because they are too low.
4. Bid security shall be required for all bids for the purchase of Town-owned real property in an amount equal to ten percent (10%) of the highest appraisal value of the property.
5. Disposal of the Town-owned El Prado property is subject to the restrictions contained in Section 7.2 of the Town Charter.

C. Disposal of Surplus, Obsolete, or Damaged Equipment

1. The Town Manager or designee shall determine whether equipment is surplus, obsolete or damaged, and shall determine the method of disposing of such equipment.
2. Town staff may discard surplus, obsolete or damaged equipment that has an estimated auction value of less than \$50.
3. Town staff may sell metal and other items that have recyclable value to scrap metal dealers, scrap electronics dealers, etc. after verifying and documenting that the price being paid is competitive with the prevailing local market rates.
4. Such equipment may be transferred to another governmental or non-profit entity with the approval of the Town Commission.
5. Such equipment may be used as a trade-in on new equipment.

6. Such equipment can be sold at a public auction conducted by a qualified auctioneer.
 - a. In the event of a physical, public auction, the Purchasing Administrator shall establish procedures to assure control of the property to be auctioned and provide an accounting of the auction results to the Town Manager.
 - b. The Town Clerk shall advertise the date, time, and location of the physical, public auction at least ten (10) days in advance of the auction date. The advertisement may be made on the Town website, through flyers or mailings, or through a newspaper advertisement or a combination of those methods. The value of the equipment and property to auction shall be considered in determining the extent and methods of advertising to be employed.
 - c. The Purchasing Administrator or designee must be present at the auction during the sale of Town property, except in the case of an internet auction.
 - d. The contract with the auctioneer shall require that the auctioneer shall make payment to the Town within fifteen (15) days from the date the auction is held. In addition to the payment, the auctioneer shall provide the Town with sales receipts showing tag number, sale price and to whom each item was sold.
7. The Purchasing Administrator shall research and utilize online auctions as an option for disposal of Town property excluding real property, where appropriate. Where practical Town staff shall make an assessment of the value of the property to be auctioned prior to the online auction and set a minimum bid price.

END OF PURCHASING MANUAL



Agenda Item No: 13.b.

Town Commission Agenda Item Report

Meeting Date: July 25, 2023

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

Submitting Department: Administration

Item Type: Resolution

Agenda Section: NEW BUSINESS

Subject Title: Resolution 2023-41: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH ATLANTIC PAVING CO., INC. FOR DECORATIVE PAVEMENT RECOATING; WAIVING THE REQUIREMENTS FOR COMPETITIVE SOLICITATIONS SET FORTH IN THE PURCHASING MANUAL; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

Explanation: As part of the 2012 Bougainvilla Drainage and Improvement project, a stamped asphalt intersection was installed at Bougainvilla & Washingtonia, along with a stamped asphalt border along the roadway and landscaping on Bougainvilla from Pine to approximately just north of the Fire Station. This decorative asphalt was then coated with colored high friction material. As vehicles drive over the surface, the coating begins to wear off and expose the normal color of asphalt underneath. The intersection is the primary area of concern due to the significant level of fading and is the focus of this project.



Intersection of Bougainvilla & Washingtonia

The type of product required must contain a high friction material so that vehicles do not lose control when the coating becomes wet. The Florida Department of Transportation (FDOT) lists the products that are authorized for this use on their Approved Products List (APL). Atlantic Paving's material has been approved for this purpose and was recently utilized for the decorative crosswalks north of Pine as part of the resurfacing project. In addition, this was the material that was originally used for the intersection and by utilizing the same vendor, it would allow for consistency across the Town's patterned pavement. Given these factors, staff is requesting that the Commission waive the competitive bidding requirements set forth in the purchasing manual under Section IV.L. as in the best interests of the Town.

The total cost for this project is \$41,992.08 and is included in the Municipal Services Budget (001-541100-500530 Street Maint Repair Supply).

Recommendation: Staff recommends that the Town Commission:

1. Waive the requirements of the Purchasing Manual; and
2. Approve Resolution 2023-41 (Exhibit 1) to authorize the Town Manager to execute the Agreement for Decorative Pavement Recoating. (Exhibit 2) with Atlantic Paving Co., Inc. together with such non-substantial changes as are deemed acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Exhibits:

1. EX-1 Resolution 2023-41 Approving Decorative Pavement Recoating Agreement - Atlantic Paving
2. EX-2 Atlantic Paving Construction Agreement Decorative Pavement Recoating

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WHEREAS, the Town of Lauderdale-By-The-Sea (“Town”) has identified the need to perform certain pavement maintenance at the intersection of Bougainvilla & Washingtonia (the “Project”); and

WHEREAS, the Florida Department of Transportation (FDOT) requires that the Town use certain authorized products for pavement recoating so that vehicles do not lose control when the coating becomes wet; and

WHEREAS, Atlantic Paving Co., Inc. (the “Contractor”) has provided similar services to the Town for the resurfacing project north of Pine Avenue and is able to provide the material authorized by FDOT; and

WHEREAS, the Contractor has submitted a proposal to provide decorative pavement coating (the “Services”) for the Project in the amount of \$41,992.08; and

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

28 **WHEREAS**, due to the Contractor’s experience with similar Town projects, Town staff
29 recommends that the Town Commission waive the competitive bidding requirements under
30 Section IV.L as in the best interests of the Town; and

31 **WHEREAS**, the Town Commission desires to approve an agreement with the Contractor
32 for the provision of the Services for the Project, in an amount not to exceed \$41,992.08, as detailed
33 in the agreement attached as Exhibit “A” (“Agreement”); and

34 **WHEREAS**, the Town Commission deems it to be in the best interest of the Town and its
35 residents to waive competitive bidding requirements and approve the Agreement with Contractor

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

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

40 **Section 2. Agreement Approval.** Pursuant to Section IV.L of the Town’s Purchasing
41 Manual, the Town Commission hereby approves the Agreement, attached as Exhibit “A,” with the
42 Contractor for the provision of the Services for the Project.

43 **Section 3. Authorization to Execute Agreement.** The Town Manager is hereby
44 authorized to execute the Agreement with the Contractor, in an amount not to exceed \$41,992.08,
45 together with such non-substantial changes as are deemed necessary by the Town Manager and
46 approved as to form and legal sufficiency by the Town Attorney.

47 **Section 4. Implementation.** The appropriate Town officials are hereby authorized to
48 take such further action as may be necessary to implement the purpose and provisions of this
49 Resolution.

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

PASSED AND ADOPTED this ____ day of July, 2023.

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk
(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

Town of Lauderdale-By-The-Sea Decorative Pavement Recoating

THIS AGREEMENT dated the ____ day of _____, 2023, between The **TOWN OF LAUDERDALE-BY-THE-SEA**, a Florida municipal corporation (the “TOWN”) and **ATLANTIC PAVING CO., INC.**, a Florida profit corporation (the “CONTRACTOR”).

1. DEFINITIONS

Wherever used in this Agreement or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 1.1 **Town Representative** means the Town Manager or the Deputy Town Manager.
- 1.2 **TOWN** means the Town of Lauderdale-By-The-Sea and its assigns, and/or the Town Commission, as applicable or as indicated herein.
- 1.3 **Contract Documents** refers to this Agreement, Contractor’s Proposal related to the solicitation, attached hereto and incorporated herein as **Exhibit “A,”** all specifications, Certificate(s) of Insurance, additional documents required to be submitted under this Agreement, and all written amendments issued on or after the effective date of this Agreement. In the event of conflict among the various components of the Contract Documents, the following shall govern in the following order: this Agreement and written amendments thereto, the documents to be submitted hereunder, the As-Built Drawings, and Contractor’s Proposal.
- 1.4 **CONTRACTOR Representative** means **Ray Cruz, General Manager**, or designee.
- 1.5 **Effective Date of the Agreement** means the date on which the Agreement is signed and delivered by the last of the parties.
- 1.6 **Contract Price** means price compensation described or identified in Contractor’s Proposal.
- 1.7 **Work Site** means the location where Contractor is required to performed services in accordance with the Contract Documents.
- 1.8 **Project** means the Work collectively described in the Contract Documents.
- 1.9 **Work** means the result of providing materials and performing services, specifically, including but not limited to, furnishing labor, equipment and materials, used for or incorporated in the Project as required by the Contract Documents, including, without limitation as set forth in Exhibit A.

2. CONTRACT DOCUMENTS

The Contract Documents incorporated herewith and as defined above, constitute the entire agreement between TOWN and CONTRACTOR concerning the Work.

3. SCOPE OF WORK

The CONTRACTOR shall furnish all of the materials, tools, supplies, equipment, vehicles and

Town of Lauderdale-By-The-Sea

Decorative Pavement Recoating

labor necessary to accomplish the canal dredging, including proper set up and clean up, as specifically described in the Contract Documents. CONTRACTOR shall begin the Work upon issuance of a work authorization by the TOWN. The Work shall be completed within the time specified in the work authorization.

4. CONTRACT PRICE

The total contract price shall be \$41,992.08, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon TOWN'S obligation to compensate CONTRACTOR for its services related to this Agreement. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

5. MODIFICATION OF WORK SITE

In the event the TOWN adjusts the scope of the Work, TOWN shall give CONTRACTOR at least sixty (60) days' notice from the date the change is effective.

- (a) The TOWN and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to a change in the Work. Any request for a compensation increase by CONTRACTOR (beyond what is provided for in the Contract Documents) due to a change in the Work shall be accompanied by documentation detailing the additional expense(s) to the CONTRACTOR.
- (b) The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment. In the event the parties cannot reach agreement, then either party has the right to terminate this agreement with 45 days written notice.

6. FINAL COMPLETION

The CONTRACTOR shall complete the Work and achieve substantial completion in accordance with the Contract terms and conditions within 60 calendar days of the TOWN'S issuance of the Notice to Proceed and shall achieve final completion in accordance with the Contract terms and conditions within 90 calendar days of the TOWN'S issuance of the Notice to Proceed (the "Final Completion Date").

7. CONTRACTOR'S RESPONSIBILITIES

The CONTRACTOR shall be responsible for the following:

- 7.1 CONTRACTOR shall obtain all permits and licenses and be responsible for all permit and license fees.
- 7.2 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention as necessary thereto and applying CONTRACTOR'S best skill, attention and expertise at all times.

Town of Lauderdale-By-The-Sea

Decorative Pavement Recoating

- 7.3 CONTRACTOR shall be responsible to see that the Work complies with all applicable law, including local, state and federal regulation.
- 7.4 During the progress of the Work, CONTRACTOR shall provide full-time competent Project supervision and any necessary assistants. CONTRACTOR shall provide and pay for competent, suitably qualified personnel to perform the Work.
- 7.5 All Work shall be performed by employees or disclosed subcontractors of CONTRACTOR.
- 7.6 CONTRACTOR shall confine equipment and the storage of materials to the Work Site or as otherwise directed by TOWN and shall not unreasonably encumber the Work Site or adjacent areas with equipment or other materials, whether private property or otherwise. CONTRACTOR shall minimize interference with TOWN property or business and that of private citizens, including without limitation the owner and/or lessee of properties and businesses adjacent to the Work Site. CONTRACTOR assumes full responsibility to the owner and occupant for any damage to any land or area resulting from the performance of the Work. Should any claim be made against TOWN by any private owner or occupant due to performance of the Work, CONTRACTOR shall promptly attempt to settle with such party by agreement, or otherwise resolve the claim. The general indemnification provided in this Agreement specifically, and without limitation, applies to claims arising out of CONTRACTOR'S services performed on the Work site and adjacent areas.
- 7.7 CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work to prevent damage, injury, or loss to all persons and organizations and real and personal property at the Work site or areas adjacent thereto that are exposed to the Work materials.

8. DEFECTIVE WORK

If CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way as to conform to the Contract Documents, TOWN may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of TOWN to stop the Work shall not give rise to any duty on the part of TOWN to exercise this right for the benefit of CONTRACTOR or any other party. Any such stoppage shall not give rise to a claim of delay, interference, or other claim by CONTRACTOR.

9. INSURANCE

- 9.1 EACH YEAR DURING THE TERM HEREOF, NO LATER THAN MAY 1, THE CONTRACTOR SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE TOWN OF LAUDERDALE-BY-THE-SEA AND THE LAUDERDALE-BY-THE-SEA VOLUNTEER FIRE DEPARTMENT ARE EACH AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. The certificates of insurance shall name

Town of Lauderdale-By-The-Sea

Decorative Pavement Recoating

the types of policies provided. CONTRACTOR shall not commence the Work until after CONTRACTOR has obtained all insurance required herein and the certificate(s) of insurance have been received and approved by TOWN.

- 9.2 The CONTRACTOR shall procure and maintain at its own expense, and keep in effect during the Term of this Agreement, a policy or policies of insurance which include at least the coverage and limits of liability as provided in Exhibit "A".
- 9.3 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.
- 9.4 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against TOWN with the express intention of the parties being that the required insurance coverage protects both parties and, if applicable, the private property owner of the Launch Site as the primary coverage for any and all losses covered by the above described insurance.

10. WARRANTIES; TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

- 10.1 The CONTRACTOR warrants that all Work will be performed in a professional and first class manner using only new materials of the best quality available and the most current technological resources.
- 10.2 CONTRACTOR warrants to the TOWN that it will comply with all applicable federal, state and local laws, regulations, and orders in carrying out its obligations under this Agreement.
- 10.3 CONTRACTOR warrants to the TOWN that CONTRACTOR has inspected the Work Site and has satisfied itself as to the conditions thereof in all respects and agrees the Contract Price is just and reasonable compensation for the Work, including all foreseen or foreseeable risks, hazards, and difficulties in connection therewith.

11. CONTRACTOR'S INDEMNIFICATION

- 11.1 General Indemnification. The CONTRACTOR shall indemnify, defend and hold harmless and at TOWN'S option, pay for an attorney selected by TOWN, to defend the TOWN and the TOWN'S Consultant, Engineer, Attorneys and assigns and their officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or

Town of Lauderdale-By-The-Sea

Decorative Pavement Recoating

negligence (whether active or passive) of the CONTRACTOR or its employees, agents or subcontractors, regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the CONTRACTOR to comply with any of the paragraphs herein or the failure of the CONTRACTOR to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Contract.

- 11.2 Indemnification for Construction Contracts. In the event that the performance of services under this Contract is deemed to be a “construction contract” pursuant to §725.06, Florida Statutes, as may be amended from time to time, the following indemnification shall apply in lieu of Paragraph 9.1 above: To the fullest extent permitted by Chapter 725, Florida Statutes, as may be amended, the CONTRACTOR hereby agrees to indemnify and hold harmless the TOWN, its officers and employees from liabilities, damages, losses, and costs including, but not limited to reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Contract Documents.
- 11.3 The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR and/or persons employed or utilized by the CONTRACTOR, in the performance of the Contract Documents under any insurance required by the Contract Documents including, but not limited to, workers’ compensation acts, disability benefit acts, or other employee benefit acts.
- 11.4 The obligations of the CONTRACTOR under the Agreement shall not extend to the liability of the Consultant, the Consultant’s subconsultants, and agents and employees or any of them arising out of (1) the Consultant’s preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Consultant, the Consultant’s subconsultants, and agents and employees of any of them.
- 11.5 The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the CONTRACTOR’S responsibility to indemnify, keep and save harmless and defend the TOWN or its respective officers, employees, agents and instrumentalities as required herein. CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity. The provisions of this Article shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Owner, any sums due Contractor under this Agreement may be retained by TOWN until all of TOWN’S claims for indemnification

Town of Lauderdale-By-The-Sea

Decorative Pavement Recoating

pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest.

- 11.6 The CONTRACTOR agrees to defend, hold harmless and indemnify the TOWN and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the TOWN, occurring on account of, arising from or in connection with the removal and replacement of any CONTRACTOR'S personnel performing services hereunder at the behest of the TOWN'S Representative. Removal and replacement of any CONTRACTOR'S personnel as used in this Section shall not require the termination or demotion of such CONTRACTOR'S personnel.
- 11.7 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.
- 11.8 The parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

12. PAYMENTS TO CONTRACTOR

The TOWN shall make payment to the CONTRACTOR in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes. The payment will be made by check and mailed to CONTRACTOR at the address provided in this Contract. The TOWN may withhold in whole or in part, final payment to such extent as may be necessary to protect itself from loss on account of failure to carry out the Work in accordance with the Contract Documents.

13. TOWN'S TERMINATION OF THIS AGREEMENT

- 13.1 TOWN may terminate this Agreement immediately upon the occurrence of any one or more of the following events:
 - 13.1.1 If CONTRACTOR fails to comply with any laws or regulations of any public body having jurisdiction, including local, state and federal regulations and guidelines, or acceptable safety practices.
 - 13.1.2 If CONTRACTOR otherwise violates any provisions of the Contract Documents.
 - 13.1.3 If the TOWN fails to appropriate funds for the Work, TOWN shall give notice to CONTRACTOR within thirty (30) days of TOWN'S adoption of its annual budget, which occurs each year in September.
- 13.2 Upon seven (7) calendar days Written Notice to CONTRACTOR, TOWN may, terminate this Agreement for TOWN'S convenience. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all Work at the time.

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CONTRACTOR shall be paid for Work completed to date upon a showing of expenses incurred specifically on behalf of TOWN, but shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

14. NOTICE

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

For TOWN: Town Manager
Town of Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4200
Facsimile: 954-640-4236

Copy to: Town Attorney
Town of Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4200
Facsimile: 954-640-4236

For CONTRACTOR: Ray Cruz
General Manager
Atlantic Paving Co., Inc.
P.O. BOX 552218
Davie, FL 33355
Office: 305-513-8633

Written Notice shall be deemed to be duly served if delivered in person to the individual or to an officer of the corporation or entity for whom it is intended, or if delivered at or sent by certified mail, return receipt requested, to the last business address provided in writing to the other party.

Facsimile, electronic or telephonic transmission shall not be considered as written notice.

15. LIQUIDATED DAMAGES

Town of Lauderdale-By-The-Sea

Decorative Pavement Recoating

The TOWN and CONTRACTOR recognize that time is of the essence with respect to the Work and the TOWN would suffer financial loss if the Work is not completed within the time specified in the Time of Completion section above, subject to adjustments of the Contract Time as provided in the Contract Documents. The TOWN and CONTRACTOR also recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by the TOWN if the Work is not completed on time. Accordingly, in lieu of requiring any such proof, the TOWN and CONTRACTOR agree that, as liquidated damages for delays, CONTRACTOR shall pay the TOWN, in addition to any other damages and/or remedies to which City may be entitled, the amount of \$100 per day for each calendar day after the Final Completion Date where the CONTRACTOR fails to reach final completion in accordance with the Contract Documents. CONTRACTOR further agrees that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Although the parties recognize the difficulty of proving the loss or damage suffered by the TOWN due to delay, the CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of Contract execution.

16. WAIVER OF JURY TRIAL

The TOWN and CONTRACTOR irrevocably and knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.

17. SURVIVAL OF PROVISIONS

Any terms and provisions that require acts of the CONTRACTOR beyond the termination or expiration of this Agreement, including, without limitation, any insurance and indemnification provisions, shall survive the termination of this Agreement.

18. PUBLIC RECORDS

The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

- a) Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the service.
- b) Upon request by TOWN'S records custodian, provide TOWN with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

Town of Lauderdale-By-The-Sea

Decorative Pavement Recoating

- d) Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by CONTRACTOR to TOWN, at no cost to TOWN, within seven days. All records stored electronically by CONTRACTOR shall be delivered to TOWN in a format that is compatible with TOWN'S information technology systems. Once the public records have been delivered to TOWN upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- e) 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.

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, Townclerk@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

19. SCRUTINIZED COMPANIES

21.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR or its subcontractors are found to have submitted a false certification; or if CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

21.2 If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

Town of Lauderdale-By-The-Sea

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21.3 CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

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

20. ETHICS

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

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

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

22.4 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.

21. MISCELLANEOUS

21.1 CONTRACTOR shall not assign or transfer this Agreement or its rights, title or interests therein without TOWN'S prior written approval, which may be withheld for any reason.

21.2 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Venue shall lie in Broward County, Florida.

21.3 Should the Court determine that any part, term or provision of this Agreement is invalid, illegal or in conflict with any Federal, State or local law, the validity of the remaining portion or provisions of this Agreement shall not be affected thereby.

21.4 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.

Town of Lauderdale-By-The-Sea

Decorative Pavement Recoating

- 21.5 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.
- 21.6 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.
- 21.7 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.
- 21.8 Verification of Employment Eligibility. Contractor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by Contractor, Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Town of Lauderdale-By-The-Sea

Decorative Pavement Recoating

IN WITNESS WHEREOF, TOWN and CONTRACTOR have signed this Agreement, in duplicate.

**TOWN OF LAUDERDALE-BY-THE-SEA,
FLORIDA**

ATTEST:

By: _____
Linda Connors, Town Manager

Katrina Adler, Town Clerk

Date: _____, 2023

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

ATLANTIC PAVING CO., INC.

WITNESS:

Signature of Witness

Printed Name of Witness

By: _____
Name, Title

_____, Corporate Secretary
(Corporate Seal)

**Town of Lauderdale-By-The-Sea
Decorative Pavement Recoating
EXHIBIT A
Contractor's Proposal**



EXHIBIT A

Estimate

NAME / ADDRESS		PROJECT		DATE	
CITY of LAUDERDALE BY THE SEA UPDATED FROM 11/20/2021 UPDATED FROM 10/31/2022 UPDATED FROM 4/11/2023		Recoat existing		7/13/2023	
DESCRIPTION	QTY	COST	TOTAL		
(SQ FT) RECOATING - STREETBRICK- XL (FDOT QPL# s523-0020 HIGH FRICTION COLORED ASPHALT SYSTEM ON EXISTING STAMPED (DGFC) ASPHALT ONLY TO INCLUDE : BOUGANVILLA DRIVE INTERSECTION 2-COLORS TERRACOTTA & SLATE	2,372	5.59	13,259.48		
(SQ FT) RECOATING - STREETBRICK- XL (FDOT QPL# s523-0020 HIGH FRICTION COLORED ASPHALT SYSTEM ON NEW (DGFC) ASPHALT ONLY TO INCLUDE: BORDER EDGE 1- COLOR TERRACOTTA	5,140	5.59	28,732.60		
EXCLUSIONS : -- PERMITS -- BONDING -- LIGHT TOWERS IF NEEDED -- M.O.T. / TRAFFIC CONTROL DEVICES -- TRAFFIC POLICE -- THERMOPLASTIC REMOVAL OR INSTALLATION OF ANY KIND					
NOTES : -- APPLICATION AREAS TO BE COMPLETELY FREE OF TACK EMULSION, HYDRAULIC OIL OR ANY BONDED SURFACE CONTAMINANT -- ONSITE TRASH DUMPSTER TO BE PROVIDED -- APPLICATION AREAS TO BE PROVIDED BY PRIME CONTRACTOR - NOT RESPONSIBLE FOR INCORRECT LAYOUT AREAS - FULL PAYMENT BASED ON ALL APPLICATION AREAS. -- ONE MOBILIZATION IF EXTRA NEEDED ADD (\$ 900.00) EACH -- PRICE IS BASED ON REGULAR DAY TIME HOURS OF OPERATION. -- THIS ESTIMATE MUST BE SIGNED & REFERED TO AS EXHIBIT "A " IN ANY SUBCONTRACT AGREEMENTS FORTHCOMING FROM THE PRIME CONTRACTORS.					
PRICE VALID FOR 30 DAYS / ALL WORK IS GUARANTEED FOR 3- YEARS					TOTAL \$41,992.08

Customer agrees to pay all costs & attorney's fees for collection of any unpaid balance .
 Any invoice not paid within 30 days will be subject to a late charge of 18 % per annum .

SIGNATURE _____

P.O. BOX 552218 DAVIE, FL 33355
 Ph: (305) 513- 8632 Fax: (305) 513- 8633
 www.atlanticpaving.com e-mail: info@atlanticpaving.com



Agenda Item No: 13.c.

Town Commission Agenda Item Report

Meeting Date: July 25, 2023

Submitted By: Theo Pouloupoulos, Commissioner

Submitting Department: Town Commission

Item Type: Action Item

Agenda Section: NEW BUSINESS

Subject Title: Commission Discussion Regarding Chapter 14 Offenses

Explanation: Chapter 14.3 of the Town's Code of Ordinances addresses the Town's Parks and Recreational Facilities, including the regulation of general conduct. I would like to add a new subsection to prohibit adults from entering or remaining in a designated children's play area unless they are supervising or accompanying children who are visiting the designated children's play area.

Recommendation: Request consensus on the proposed change and directing staff to prepare an ordinance to affect the change.

Exhibits: None



Town Commission Agenda Item Report

Meeting Date: July 25, 2023

Submitted By: Randy Strauss, Commissioner

Submitting Department: Town Commission

Item Type: Action Item

Agenda Section: NEW BUSINESS

Subject Title: Raymond Briscuso Memorial Plaque

Explanation: This item is to discuss installing a plaque in memory of Raymond "Remo" J. Briscuso at the Bocce Ball Court located at Friedt Park. Ray Briscuso was a proud resident of Lauderdale-By-The-Sea and part of a competitive and congenial bocce ball community in Lauderdale-By-The-Sea. As noted in his obituary (Exhibit A):

"Raymond "Remo" J. Briscuso, (95) of Lauderdale-by-the-Sea, FL (as well as Washington, D.C., Potomac, MD, and Sea Isle City, NJ) passed away peacefully in his sleep on July 16, 2023, with members of his family present.

His early business career included starting Remo Cushman Corp., a provider of premium golf carts to golf courses located between Richmond, VA and Wilmington, DE; founding Magellan Florists, which operated several flower and gift shops and an early adopter in tele-floral delivery; and opening Sir Raymond's Steakhouses, a precursor to today's premium steak & salad restaurants."

I am recommending authorization for a memorial plaque to be installed on the equipment building next to the Bocce Ball Court. (Exhibit B). Members of the Bocce Ball community have expressed interest in contributing funds for the plaque.

Recommendation: Staff is asking for direction regarding the placement of a memorial plaque and, if authorized, its location. It is the staff's recommendation that the cost of the plaque is borne by the Bocce Ball community.

Exhibits:

1. Raymond Briscuso Obituary
2. Briscuso Plaque Proposed Location

Obituary



Raymond "Remo" J. Briscuso, (95) of Lauderdale-by-the-Sea, FL (as well as Washington, D.C., Potomac, MD, and Sea Isle City, NJ) passed away peacefully in his sleep on July 16, 2023, with members of his family present.

Raymond was a dedicated family man, a serial entrepreneur, gambler and an extroverted lover of life and people. He treasured and developed deep friendships from Wall Street bankers to house painters, from caddies and cooks to real estate tycoons and union leaders. He loved to play golf, bocce, poker, and backgammon, and he enjoyed betting on horses and all kinds of sporting events.

Raymond was born July 27, 1927, in Washington, D.C. to Italian immigrants, Antonino and Rosalia Briscuso. He is predeceased by his four older siblings, Gianina/Joan Craig, Marie Costello, Amleto/John, and Nino. Remo was proud of his Italian heritage and the fact that his parents raised a family of five while navigating the Depression and a world war on his father's salary as a Mayflower Hotel waiter and his mother's home seamstress work.

Raymond attended the Blessed Sacrament School and St. John's College High School before graduating from Woodrow Wilson High School. He joined the Army and served during the final months of WWII. After the war, he attended the Universities of Maryland and Miami.

Raymond was born an entrepreneur and hustler. As a youth, he sold Christmas trees and delivered newspapers. His business career took off when he founded and served as President of Richray Distributors. A leading rack jobber, Richray was among the first to provision grocery stores, supermarkets and drugstores with housewares, toys, pet supplies, phonographs, records and novelty items such as hula hoops and roller skates.

Other highlights of his early business career include starting Remo Cushman Corp., a provider of premium golf carts to golf courses located between Richmond, VA and Wilmington, DE; founding Magellan Florists, which operated several flower and gift shops and an early adopter in tele-floral delivery; and opening Sir Raymond's Steakhouses, a precursor to today's premium steak & salad restaurants.

Many of his prime business years were spent in partnership with his brother John and focused on real estate. As a builder and developer, he led Sea Isle Investors, and built the first oceanfront condominiums in Sea Isle City, NJ.

He also built the Woodbridge Center in Annapolis, MD as well as the first factory outlet center in Maryland, and several commercial properties on Maryland's Eastern Shore; He was responsible

for building 10 towers in Northwest Perth, Australia for the US Navy Polaris Submarine Base. He also developed several condominium projects in the Florida Keys and on Florida's Treasure coast. On behalf of Union Labor Life Insurance, he managed their operations and the eventual sale of the old The Diplomat Hotel in Hollywood, FL.

Ray was proud of his role in founding Free State Bank & Trust (now part of Bank of America); and the two terms he served both on the Board of Governors of Congressional Country Club in Bethesda, MD and as a Board of Director of Adios Golf Club in Coconut Grove, FL. He was also active in the Yacht Club of Sea Isle City, where he championed an expansion, started a youth sailing race-series, and served as Commodore.

Raymond is survived by his wife and the love of his life, Virginia Lee Dunlap (Ginny). Married in October of 1955, they raised five children – Sandra Terpeluk (Dr. Paul), Kathy O'Brien (Michael), Raymond Briscuso, Jr, Barbara "Bobbie" Cusimano (Michael), and Robin Briscuso. Eleven grandchildren – Chrissie Terpeluk Parker, Allie Terpeluk Kleineck, Peter Terpeluk, Michael "Mac" O'Brien, Elle O'Brien Bassett, Maria Cusimano Gillespie, Joseph Cusimano, Vincent Cusimano, Nicole Briscuso, Raymond Briscuso, III, and Brooke Briscuso, plus ten great grandchildren.

Raymond served many years as chair of the CCC Employee Relations committee and cared deeply for caddies, cooks, waiters and staff-line workers (remember his father was a hotel waiter) The Foundation provides grants and gives aid to help meet economic challenge that unfortunately accompany personal crises.





Town Commission Agenda Item Report

Meeting Date: July 25, 2023

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2023-42: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE INITIATION OF THE PROCESS TO TERMINATE THE LAUDERDALE-BY-THE-SEA VOLUNTEER FIREFIGHTERS' PENSION PLAN; AUTHORIZING THE TOWN MANAGER TO PROVIDE NOTICE TO THE BOARD OF TRUSTEES OF THE PENSION PLAN.

Explanation: With the expiration of the most recent VFD contract, the Town entertained offers from interested providers of these services, and the City of Pompano Beach ("Pompano") offered to take over the provision of the fire services along with the Town's emergency medical services. In June, the Town Commission voted to accept the offer made by Pompano, and the Pompano Commission has now approved the contract to provide fire rescue, emergency medical, suppression and prevention services within the Town's municipal boundaries. Services will be implemented beginning September 1. The Town has also provided notice to AMR, its current provider of EMS services, so that transition of EMS services can occur simultaneously.

Pursuant to Chapter 175, Florida Statutes, the Town Commission adopted Section 2-136, et seq., of the Code establishing The Town of Lauderdale-By-The-Sea Volunteer Firefighters' Pension Plan (the "Pension Plan"), a retirement plan for VFD members. With the conclusion of the VFD's service and closure of the plan to new members comes the decision of how to handle the Pension Plan. The statute provides options to either (i) continue to keep the Plan in place to handle the investment decisions of the remaining members of the plan until there are no more surviving members, or (ii) to close it down now and distribute the assets to the beneficiaries in the manner determined by the Board of Trustees of the Pension Plan. Currently, the VFD plan is well funded. If the Commission selects option 1, the Town may be responsible for financially supplementing the fund if there is a future shortfall. Staff recommends that the Town pursue the second option, to close down the plan now. Eligible VFD members will receive a payout in the manner determined by the Pension Board pursuant to State Statute.

The first step in that process under the statute is for the Town to provide official written notice to the Board of Trustees that it is initiating the process of terminating the Pension Plan, in

accordance with Section 2-152 of the Code and Florida Statutes §175.361. This Resolution was drafted to express the intent to initiate termination, based on direction from the Administration. If approved, a copy of this Resolution will be provided to the Board of Trustees for its consideration.

At the conclusion of the process, after all the assets are distributed, the Town will then repeal the pension plan provisions from its Code. A separate ordinance will be forthcoming to revise the Code provisions regarding the operation of the fire services as provided in the Pompano agreement, to assure that they align with the Pompano Code of Ordinances.

Recommendation: Staff recommends that the Town Commission adopt Resolution 2023-42, initiating the process of terminating the Pension Plan for the VFD.

Exhibits:

1. Resolution 2023-42 Approval of the Initiation of the Termination of the Pension Plan

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RESOLUTION 2023-42

**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, FLORIDA, APPROVING THE INITIATION OF
THE PROCESS TO TERMINATE THE LAUDERDALE-BY-
THE-SEA VOLUNTEER FIREFIGHTERS' PENSION PLAN;
AUTHORIZING THE TOWN MANAGER TO PROVIDE
NOTICE TO THE BOARD OF TRUSTEES OF THE PENSION
PLAN; PROVIDING FOR IMPLEMENTATION; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, pursuant to Section 8-21(3) of the Town of Lauderdale-By-The-Sea (the “Town”) Code of Ordinances (“Code”), the Town entered into a services agreement with the Lauderdale-By-The-Sea Volunteer Fire Department, Inc. (the “VFD”) to provide fire protection and fire prevention services within the Town’s municipal boundaries; and

WHEREAS, pursuant to Section 2-136, et seq., of the Code and Chapter 175, Florida Statutes, the Town Commission established The Town of Lauderdale-By-The-Sea Volunteer Firefighters' Pension Plan (the “Pension Plan”), a retirement plan for VFD members; and

WHEREAS, with the expiration of the VFD contract, the Town entertained offers from interested providers of these services and the City of Pompano Beach (“Pompano”) offered to take over the provision of the fire services along with the Town’s emergency medical services; and

WHEREAS, the Town Commission evaluated this offer, and recently entered into an agreement with Pompano to provide fire rescue, emergency medical, suppression and prevention services within the Town’s municipal boundaries; and

WHEREAS, the Town is hereby providing notice to the Board of Trustees of the Pension Plan that it is initiating the process of terminating the Pension Plan, in accordance with Section 2-152 of the Code and Florida Statutes §175.361; and

WHEREAS, the Town expects the Board of Trustees of the Pension Plan to expeditiously effectuate the termination of the Pension Plan, including determining how to distribute the funds and provide periodic notices to the Town as needed; and

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to initiate the termination of the Pension Plan and authorize the Town Manager to provide written notice to the Board of Trustees thereof.

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

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

Section 2. Initiation of Pension Plan Termination Approved. The initiation of the process to terminate the Pension Plan is hereby approved.

Section 3. Authorization to Notify the Board of Trustees. The Town Manager is hereby authorized to provide written notice to the Board of Trustees of the Pension Plan of the initiation of the process to terminate the Pension Plan. The Town Manager shall provide the requisite written notice, which will be approved as to form and legal sufficiency by the Town Attorney.

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

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

PASSED AND ADOPTED this 25th day of July, 2023.

MAYOR CHRIS VINCENT

Attest:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney