



Town Commission

Jarvis Hall 4505 N. Ocean Drive

Regular Town Commission

REGULAR TOWN COMMISSION

Being held at Tuesday, May 28, 2019

Jarvis Hall 4505 N. Ocean Drive

1. **CALL TO ORDER, MAYOR CHRIS VINCENT**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **INVOCATION – Pauline Brooks McGuinness (representing the Baha'i Faith)**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
 - 5.a Update in Strategic Marketing Plan Current Projects
[Marketing Agenda Memo.pdf](#)
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
8. **TOWN MANAGER REPORT**
 - 8.a Town Manager Report
[Agenda Memo.pdf](#)
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - 10.a May 14, 2019 Town Commission Meeting Minutes
[Agenda Memo.pdf](#)
[051419 LBTS Commission 1st draft minutes.pdf](#)
11. **CONSENT AGENDA**
 - 11.a BugFest-By-The-Sea (July 23-27, 2019)
[Agenda Memo.pdf](#)
[Chef Competition Special Permit Application.pdf](#)
[BugFest Diveheart Concert Special Application.pdf](#)
[BugFest 2019 Daily Schedule.pdf](#)
 - 11.b Special Event Application - Community Church Ocean Baptism on Saturday, November 2, 2019
[Agenda Memo.docx](#)
[SEA application Fall Beach Baptism 11-2-2019.pdf](#)

12. OLD BUSINESS

- 12.a** FY 19 Action Plan Status Report
[Agenda Memo.pdf](#)
[Ex1 FY19 Action Plan 5-28-19.docx](#)
- 12.b** El Mar FDOT Design Project Update
[Agenda Memo.pdf](#)
[El Mar Project.pdf](#)
[EL MAR DESIGN PROJECT.pdf](#)
- 12.c** REVIEWING A DRAFT PURCHASE AGREEMENT FOR THE REAL PROPERTY LOCATED AT 4433 BOUGAINVILLE DRIVE; DIRECTING STAFF TO PRESENT A FINAL PURCHASE AGREEMENT FOR APPROVAL AT THE JULY 9 COMMISSION MEETING.
[Agenda Memo.pdf](#)
[Purchase Agreement - Community Church of Lauderdale-By-The-Sea.pdf](#)

13. NEW BUSINESS

- 13.a** Update to Schedule of Authorized Positions
[Agenda Memo.pdf](#)
[Ex1 Amended FY19 Positions Table 5-28-19.xlsx](#)
- 13.b** AUTHORIZE NEGOTIATIONS FOR INTERLOCAL AGREEMENT WITH THE CITY OF FORT LAUDERDALE FOR HURRICANE/DISASTER DEBRIS REMOVAL AND DISPOSAL
[Agenda Memo.pdf](#)
[2019 Proposed Lauderdale By The Sea Interlocal Agreement.pdf](#)

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

16. ORDINANCES 2nd Reading

- 16.a** Ordinance 2019-03 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 5 "BEACHES AND WATERWAYS" OF THE TOWN'S CODE OF ORDINANCES TO CREATE SECTION 5-8, "PROHIBITION ON DISTRIBUTION OR SALE OF PLASTIC STRAWS"; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.
[Agenda Memo.pdf](#)
[Plastic Straws Ordinance second reading.pdf](#)

17. RESOLUTIONS – PUBLIC COMMENTS

- 17.a** Resolution 2019-14 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING A REVISED PAY PLAN;

PROVIDING FOR SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

[Agenda Memo.pdf](#)

[Ex1 Resolution 2019-14.pdf](#)

[Exhibit A 2018-2019 Budget Amendment.xls](#)

18. QUASI JUDICIAL PUBLIC HEARINGS

- 18.a** Request for extension of a Site Plan Modification (2018-L2-SPM-04) approval for 4625 N. Ocean Drive (Sea Garden) to correct a renovation undertaken by a prior owner without permits

[Agenda Memo.pdf](#)

[Ex1 Sea Garden Permit extension request 4-22-19.pdf](#)

[Ex2 Resolution 2019-13 Sea Garden Extension 3FB8252- Final.pdf](#)

19. ADJOURNMENT

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

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

PROCEDURES FOR PUBLIC COMMENTS:

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

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

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

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



Town Commission Agenda Item Report

Meeting Date: May 28, 2019

Submitted by: Debbie Hime

Submitting Department: Administration

Item Type: Report

Agenda Section: PRESENTATIONS

Subject Title:

Update in Strategic Marketing Plan Current Projects

Explanation:

Debbie will give a brief presentation on some projects currently in the plans

Recommendation:

Attachments:

[Marketing Agenda Memo.pdf](#)



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Submitted by: Debbie Hime

Submitting Department: Administration

Item Type: Report

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Update in Strategic Marketing Plan Current Projects

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Recommendation:

Attachments:



Town Commission Agenda Item Report

Meeting Date: May 28, 2019

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title:

Town Manager Report

Explanation:

- Bougainvilla Drive Parking and Transportation Improvements have started.
- Planning Palm Club Sewer Improvements (Design 2020, Construction 2021) begins with an informal meeting next week with TM and PSD & Palm Club resident(s). Mayor and TM met informally with State Representative LaMarca to help sustain the efforts of his office to assist LBTS obtain State Clean Water funds to help cover these predictable costs that will be incurred by LBTS in 2020 (design) and 2021 (construction).
- Public Services Director and Town Manager are still awaiting a scaled down Terra Mar stormwater improvements design proposal from Mathews Engineers. TM will contact.
- Additional El Mar South Parking should (have) become available at Old Holiday Inn property and across the street in-time to expand such opportunities in that area of Town prior to Memorial Day weekend thanks to efforts of Development Services Director.
- Post Commission Budget Amendment Approval - Town Manager is looking to fill the Finance Director Position and create an additional Assistant to the Town Manager position. The Deputy Town Manager position will be unfunded effective June 4 (per Tony Bryan's unsolicited resignation; Tony thanks for your dedicated service during the last 8 years). These proposed May 28th Commission budget amendments would also transfer funds budgeted for the Assistant Manager position vacated May 18. These senior managerial positions had been absolutely necessary to create a strong professional foundation for LBTS's organization which is now in place. I as your new Town Manager am seeking to utilize these managerial resources to support Staff positions going forward to ensure the realization of my service based local government philosophies (while saving 60k).
- Town Manager will be attending the Florida City and County Manager's Conference next Wednesday May 29 thru Saturday June 1.

Recommendation:

Approve/Accept

Attachments:

[Agenda Memo.pdf](#)



Town Commission Agenda Item Report

Meeting Date: May 28, 2019

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title:

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- Town Manager will be attending the Florida City and County Manager's Conference next Wednesday May 29 thru Saturday June 1.

Recommendation:

Approve/Accept

Attachments:

[AM TM 2019.docx](#)



Town Commission Agenda Item Report

Meeting Date: May 28, 2019

Submitted by: Tedra Allen

Submitting Department: Administration

Item Type: Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title:

May 14, 2019 Town Commission Meeting Minutes

Explanation:

Approval of Meeting Minutes

Recommendation:

Approve/Accept

Attachments:

[Agenda Memo.pdf](#)

[051419 LBTS Commission 1st draft minutes.pdf](#)



Town Commission Agenda Item Report

Meeting Date: May 28, 2019

Submitted by: Tedra Allen

Submitting Department: Administration

Item Type: Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title:

May 14, 2019 Town Commission Meeting Minutes

Explanation:

Approval of Meeting Minutes

Recommendation:

Approve/Accept

Attachments:

TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
REGULAR MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, May 14, 2019
6:30 PM

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Vincent called the meeting to order at 6:31 p.m. Also present were Vice Mayor Elliot Sokolow, Commissioner Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Randy Strauss, Town Manager Bill Vance, Deputy Town Manager Tony Bryan, Town Attorney Susan L. Trevarthen, Municipal Services Director Ken Rubach, Development Services Director Linda Connors, Special Projects Coordinator Debbie Hime, Public Information Officer Steve d’Oliveira, Project Manager Kathie Margoles, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pastor Fred Powell gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Town Attorney Susan Trevarthen requested that Item 17.a be changed to Item 18.a.

5. PRESENTATIONS

5.a South Florida Wildlife Center (Director Renata Schneider, South Florida Wildlife Center)

South Florida Wildlife Center Director Dr. Renata Schneider provided a presentation to the Commission on the facility, which treats 12,000 to 13,000 animals per year. The Center has a staff of 45 individuals, including three veterinarians. The facility is leased from the Port and is currently seeking a lease extension. Public hearings are scheduled for May 21 and June 4, 2019 to discuss the renewal. Dr. Schneider also noted that the current hospital cannot withstand a hurricane beyond the strength of a Category 2, which means animals must be evacuated in the event of a storm. A new hospital would provide more space and greater hurricane safety.

The Center is a 501(C)3 nonprofit organization that receives no government funding and operates on grant funds and donations. There are 200 active volunteers assisting the facility, which is an affiliate of the Humane Society of the United States. Individuals interested in volunteering may contact southfloridawildlifecenter.org.

5.b National Public Works Week (Ken Rubach, Municipal Services Director)

Municipal Services Director Ken Rubach recognized the contributions of the Town's Municipal Services Department Staff in both every day and emergency situations.

Mayor Vincent read a Proclamation declaring May 19-25, 2019 as National Public Works Week.

5.c "National Police Week" and "National Peace Officers Memorial Day" Proclamation (Captain Thomas Palmer, BSO)

Broward Sheriff's Office (BSO) Captain Thomas Palmer advised that May 15 of each year is National Peace Officers Memorial Day in honor of members of law enforcement who have fallen during the performance of their duties. There have been 42 deaths in the line of duty thus far in 2019.

Mayor Vincent read a Proclamation recognizing May 15, 2019 as National Peace Officers Memorial Day and the calendar week in which it falls as National Police Week.

5.d EMS Week 2019 Proclamation (Chief Brooke Liddle, AMR)

American Medical Response (AMR) Chief Brooke Liddle stated that Emergency Medical Services (EMS) week recognizes emergency medical responders and those who support their work.

Mayor Vincent read a Proclamation declaring May 19-25, 2019 as National Emergency Medical Services Week.

5.e Tedra Allen Day (Mayor Chris Vincent)

Mayor Vincent read a Proclamation in honor of the contributions of Town Clerk Tedra Allen, including her Certified Municipal Clerk certification, and recognizing May 14, 2019 as Tedra Allen Day.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Randel Sands, resident of Fort Lauderdale, recalled that he recently freed a nurse shark tangled in fishing line off the Town's shore. He expressed concern with the amount of garbage on the Town's reef and requested to meet with the Town Commission to discuss additional ways to improve conditions, particularly with regard to fishing waste near the pier.

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

7. PUBLIC SAFETY DISCUSSION

7.a BSO April 2019 Report (Captain Thomas Palmer, BSO)

Captain Palmer reported that a serial thief who had targeted multiple local businesses was identified and recently apprehended, as was another individual who had stolen three kayaks.

Commissioner Oldaker asked how the public could be best informed of incidents of concern that arise in the Town. Captain Palmer advised that there is an active network using the social media app NextDoor: although BSO does not use this platform, he has created a personal account for the Town so information can be disseminated accurately. He has also created a Twitter account for Lauderdale-By-The-Sea. He clarified that the Code Red system is used strictly for public safety threats, while social media can often address non-emergent situations.

Town Manager Bill Vance recommended that the Town use its public access television channel more actively to provide information to the public. There is also the potential for the Town to communicate with residents via text message.

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

7.b AMR April 2019 Report (Chief Brooke Liddle, AMR)

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

7.c VFD April 2019 Report (Chief Judson Hopping, VFD)

Commissioner Oldaker recalled that at the recent Air and Sea Show, which had a more significant presence in Lauderdale-By-The-Sea than in previous years, there were safety issues involving Jet Skis in the designated ocean swimming area. He requested a stronger law enforcement/safety presence in the water at next year's event.

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

8. TOWN MANAGER REPORT

8.a March 2019 Finance Report (Tony Bryan, Town Manager)

The Commissioners accepted the report without discussion.

8.b Town Manager Report (Bill Vance, Town Manager)

The Commissioners accepted the report without discussion.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

10.a April 23, 2019 Town Commission Meeting Minutes (Tedra Allen, Town Clerk)

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

11. CONSENT AGENDA

Commissioner Oldaker made a motion, seconded by Commissioner Malkoon, to approve Items 11b and 11d. Motion carried 5-0.

11.a PayByPhone Transaction Fee (Tony Bryan, Deputy Town Manager)

Deputy Town Manager Tony Bryan explained that the Town currently pays the transaction fee when individuals use PayByPhone. This Item asks the Commission to consider transferring this charge to the actual user. The Town is one of only two Florida cities to absorb this transaction fee rather than passing it on to the customer.

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

11.b Authorization to Purchase Two Global Metro Multi-Space Pay Stations (Tony Bryan, Deputy Town Manager)

11.c Health Insurance Agent on Record (Tony Bryan, Deputy Town Manager)

Deputy Town Manager Bryan advised that because there are fewer than 50 Town employees, Lauderdale-By-The-Sea is considered a small insurance group. This means its insurance company files its rates with the state of Florida, it files the plan as well, with no rating based on experience or opportunity to negotiate. The Town's premiums are based on a census of employees as well as the selected plan. He and Town Manager Vance agreed that the Town should remain with its agent of record for at least another year.

Commissioner Strauss asked how much leverage the health insurance administrator has with the health care company to address problems, such as issues with health care bills. Deputy Town Manager Bryan replied that the administrator advocates on behalf of covered employees and their family members.

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

11.d Payment to Town Manager Upon Separation (Tony Bryan, Deputy Town Manager)

11.e Bougainvillea Parking Project (Ken Rubach, Municipal Services Director)

Municipal Services Director Rubach stated that when previous work was done in the Town's Plazas, commercial businesses were allowed to place banners to mitigate the disruption caused by construction work. This Item would allow businesses on Bougainvillea Drive and Poinciana Drive, which will be affected by storm sewer construction, to erect banners without requiring permits.

Construction is expected to begin the following week, with a staging area on Poinciana Drive. A portion of roadway north of Commercial Boulevard will be closed for the construction of the storm sewer. Warning signs will be posted on the roadway, and once a Maintenance of Traffic (MOT) agreement has been signed, it will be posted on the Town's website.

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

12. OLD BUSINESS

None.

13. NEW BUSINESS

None.

14. COMMISSIONER COMMENTS

Vice Mayor Sokolow congratulated Town Clerk Allen on her certification.

Commissioner Strauss reported that the recent Air and Sea Show was a success.

Commissioner Oldaker thanked the presenter and public commenter who had addressed wildlife issues in the area. He requested an update on the status of the Town's electronic speed limit signage. Municipal Services Director Rubach replied that the Florida Department of Transportation (FDOT) must approve these devices before they may be installed.

Commissioner Oldaker continued that the Town should pursue reopening the parking spaces on the former Villa Caprice lot for the general public to use near the beach. Town Manager Vance observed that Development Services Director Linda Connors has

reached out to the management of this property to determine if contractual relationships can be rekindled, particularly with regard to parking.

Commissioner Oldaker concluded by recommending that the Town make a donation to the South Florida Wildlife Center as part of the charitable contributions in its fiscal year (FY) 2020 budget.

Mayor Vincent recognized local photographer James Schot for his recent photographs of the Air and Sea Show. He continued that a workshop is scheduled for 5:30 p.m. on Thursday, May 16, 2019.

Commissioner Malkoon advised that he attended a meeting of the Tourist Development Council to discuss funding for the Town's Visitors Center. He recognized the support of Broward County Commissioner Lamar Fisher during this discussion. He also attended the SunSational Award ceremony at which Town volunteers were recognized for their outstanding service.

Commissioner Oldaker advised that the Town's annual 4th of July event is less than two months away.

15. ORDINANCES 1ST READING

15.a Ordinance 2019-06 -- AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SETTING MARCH 17, 2020 FOR THE TOWN'S 2020 GENERAL MUNICIPAL ELECTIONS DATE TO COINCIDE WITH THE PRESIDENTIAL PREFERENCE PRIMARY ELECTION DATE AS ALLOWED BY SECTION 101.75, FLORIDA STATUTES; ESTABLISHING THE QUALIFYING PERIOD FOR THE 2020 GENERAL MUNICIPAL ELECTIONS TO OCCUR FROM NOON ON THURSDAY, JANUARY 2, 2020 THROUGH NOON ON WEDNESDAY, JANUARY 8, 2020, AS REQUIRED BY THE SUPERVISOR OF ELECTIONS; PROVIDING FOR THE DATE ON WHICH ELECTED OFFICIALS TAKE OFFICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE (Tedra Allen, Town Clerk)

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

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

16. ORDINANCES 2ND READING

16.a Ordinance 2019-01 – AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE 2019 RESTATED SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION SERVICES AGREEMENT WITH WASTE PRO USA, INC. (“2019 RESTATED COLLECTION AGREEMENT”); AUTHORIZING AMENDMENTS, INCLUDING COMMINGLED WASTE, NUMBER OF CARTS IN DUPLEXES, PENALTIES; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE (Kathie Margoles, Project Manager)

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

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

17. RESOLUTIONS – PUBLIC COMMENTS

17.b Resolution 2019-13 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, URGING THE VOLUNTARY REDUCTION AND ULTIMATE ELIMINATION OF SINGLE USE PLASTICS; PROVIDING FOR CONFLICTS, AND FOR AN EFFECTIVE DATE (Kathie Margoles, Project Manager)

Mayor Vincent stated that in response to recent legislation allowing home rule on this issue, he would like to discuss the possibility of returning Ordinance 2019-13 for second reading rather than passing this Resolution.

Town Attorney Trevarthen recalled that an Ordinance prohibiting single-use plastic straws had previously passed upon first reading. Because the Florida Legislature had taken up a bill that would have preempted this prohibition, the Commission instead elected to proceed with the Resolution rather than passage of Ordinance 2019-13 on second reading. As the Governor vetoed the bill prohibiting this aspect of home rule, however,

the Town now has the authority to proceed to second reading of the Ordinance if they wish. The Ordinance's prohibition applies to plastic straws only.

Vice Mayor Sokolow asked if the Ordinance includes penalties. Town Attorney Trevarthen replied that the Ordinance provides for penalties to be adopted by Resolution, which can accompany the second reading. The Commission may determine what they would like the penalties to be.

The Commissioners agreed by consensus to bring Ordinance 2019-13 back for second reading.

18. QUASI JUDICIAL PUBLIC HEARINGS

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

18.a Resolution 2019-12 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE REQUEST TO VACATE A TEN (10) FOOT PORTION OF A UTILITY EASEMENT GENERALLY LOCATED AT 236-238 GARDEN COURT, AS LEGALLY DESCRIBED IN EXHIBIT “A”; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE (Linda Connors, Development Services Director)

Development Services Director Linda Connors explained that this Item relates to the Sky 230 development, which is completing its requirement to vacate a utility easement so future property owners will have a clear title. The Planning and Zoning Board recommended approval of the vacation, as did all affected utility companies. If the Item is passed by the Commission, it will advance to the Broward County Board of County Commissioners for further deliberation.

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

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

19. ADJOURNMENT

Lauderdale-By-The-Sea
Regular Town Commission Meeting
May 14, 2019

With no other business to come before the Commission at this time, the meeting was adjourned at 7:49 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk, Tedra Allen

Date



Town Commission Agenda Item Report

Meeting Date: May 28, 2019

Submitted by: Steve D'Oliviera

Submitting Department: Administration

Item Type: Consent

Agenda Section: CONSENT AGENDA

Subject Title:

BugFest-By-The-Sea (July 23-27, 2019)

Explanation:

Our eighth annual BugFest-By-The-Sea event is scheduled for July 23-27, 2019. The event includes a Lobster Mini-Season Kickoff Party at Plunge, the Great Florida Bug Hunt, a lobster chef competition, 'The Big One Got Away' Awards Party, a fish ID presentation and a reef clean-up under Anglin's Pier. For the past two years, BugFest has included a free concert on Saturday, July 27 (6:30 to 10:30PM) to benefit Diveheart, a non-profit that teaches people with disabilities how to scuba dive. To date, the Town-sponsored benefit concerts have helped Diveheart organizers raise more than \$55,000.

The Village Grille and 101 Ocean Restaurant have agreed to work with the Town to hold the concert on El Mar Drive in the same street venue as Friday Night Music. To help sponsor and support Diveheart, the Village Grille has agreed to set up its stage, soundboard, tables and outdoor bars, etc. Three bands will perform and Diveheart will hold a raffle to raise funds.

BugFest, the Town's premier annual dive event, has brought the Town a lot of excellent publicity over the past eight years.

Recommendation:

Attachments:

[Agenda Memo.pdf](#)

[Chef Competition Special Permit Application.pdf](#)

[BugFest Diveheart Concert Special Application.pdf](#)

[BugFest 2019 Daily Schedule.pdf](#)



Town Commission Agenda Item Report

Meeting Date: May 28, 2019

Submitted by: Steve D'Oliviera

Submitting Department: Administration

Item Type: Consent

Agenda Section: CONSENT AGENDA

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BugFest-By-The-Sea (July 23-27, 2019)

Explanation:

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BugFest, the Town's premier annual dive event, has brought the Town a lot of excellent publicity over the past eight years.

Recommendation:

Attachments:



SPECIAL EVENT APPLICATION INFORMATION

For your event to be considered by the Town Commission, a fully completed application must be submitted at least 60 days prior to the date of the event.

This application is available in Word format at www.lbts-fl.gov/town/docs.htm. If possible please use the Word document and your computer to complete the application.

An application is not considered complete unless it includes:

1. A full description of the proposed event,
2. A detailed site plan (*very important!*),
3. All required documents, and
4. The application fee.

A meeting with Special Events Permitting is required before submitting a Special Event Application. Questions? Call our Special Projects Coordinator at 954-640-4200 or email debbieh@lbts-fl.gov.

Payment of Special Event Permit fee is required at the time of Application submission via hand delivery or by mail to:

**Town of Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308**

A Special Event shall be approved by the Town Commission before an event is advertised to the public. A special event is defined as a concert, festival, race, walk, carnival, show, exhibition, parade, or any other similar outdoor event whether operated totally outdoors, on stage, under tents, or with the use of any temporary building or structure, ***to which members of the public are invited as participants or spectators.***

Please review the Town's special event requirements by clicking on: https://www.Special_Event_Requirements
Or download a copy of the Special Event Requirements from our website and review them before submitting your application.

Important to remember:

1. Your event is approved by the Town Commission with "Conditions" that must be met or your event is cancelled. READ and understand the Conditions. *Talk with us if you have questions.*
2. You are responsible for securing and paying for all fees, licenses, and permits required by any governmental agency having jurisdiction, providing the Town evidence of all required insurances, and providing evidence of organization and/or charity.
3. You have to file all of the required documents shall be provided not later than 30 days prior to the event date or the event authorization terminates (unless prior arrangements have been approved by Town).
 - a. Insurance
 - b. Vendor lists and licenses
 - c. File site plan

- 4. Parking is limited in Lauderdale-By-The-Sea, and will be a consideration when approving your event.
- 5. You may have to obtain permits from the Building & Fire Departments to meet Florida Building Code and Fire Code standards.
- 6. You are responsible for securing and paying for all fees, licenses, and permits required by any governmental agency having jurisdiction.

I (Applicant) have read and fully understand the above:

Signature of Applicant

Print Name:_____

Event Name:_____



SPECIAL EVENT APPLICATION

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

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

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

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

Name of Event: BugFest Diveheart Benefit Concert

Event Purpose, Description and Activities: Fundraising event to benefit Diveheart, a non-profit organization that teaches veterans, and children and adults with disabilities, how to scuba dive

New Event YES or Returning Event YES Previous Attendance 200

Day(s) and Date(s) of Event: Thursday, July 25 5:30PM-9PM

Proposed location of the Event (location, streets, landmarks): Connie Hoffmann Ocean Plaza and Beach Pavilion

We also plan to set up two small stages, tables and 100 chairs

How many people do you anticipate on site at any peak time? 200

Participants: 10-15 #Spectators 200 #Adult volunteers: 10

Please complete the following table:

Activity	Day	Time
Start of set-up:	Thursday	1PM
Start time of the Event:	Thursday	5:30PM
EVENT	Thursday	5:30PM
End time of the Event:	Thursday	9PM
Start of Clean up:	Thursday	9PM
Clean-up completed by: (Site restored to original condition)	Thursday	11PM

Name and address of host or sponsoring organization:

Is applicant a Non-Profit Organization? **NO**

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

Person submitting Application ("Responsible Party"):

Name: Steve d'Oliveira

Mailing address: 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL

Phone: 954-640-4209

Mobile phone: 561-523-8198

Email: steved@lbts-fl.gov

Fax: 954-640-4636

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

Name(s): Steve d'Oliveira

Mailing address: 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL

Phone: 954-640-4209

Mobile phone: 561-523-8198

Evening phone:

Fax: 954-640-4636

Email: steved@lbts-fl.gov

Add information as necessary:

Will you have an event contractor or planner?

YES

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

Name: Steve d'Oliveira

Company Name: Town of Lauderdale-By-The-Sea

Steve DeLeon

Village Grille & Village Pump

Address: 4501 N. Ocean Drive

Company Email: steved@lbts-fl.gov

Phone Office: 954-640-4209

Phone Mobile: 561-523-8198

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

Request for Town Involvement:

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

If yes, describe services requested, if any: **Town Event, all services as requested**

STATEMENT OF BENEFIT

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

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

(Insert here or denote if attached)

FEES

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

If yes, provide details: BugFest T-Shirt Sales

SOUND SYSTEMS

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

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

YES Proposed amplified sound/speaker system:

YES Proposed live music: Scuba Cowboy (Pup Morse) Trop Rock

NO Planned recorded music

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

CLEAN EVENT STANDARDS

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

Please note that, except for very small events, all events shall provide a recycling plan and follow recycling requirements. See Recycling Requirements under Conditions. For more info email recycle@lbts-fl.gov.

Name contractor or organization (including contact info) responsible for your event's recycling:

Name: Waste Pro

E-mail: Magramonte@wasteprousa.com

Address: 3101 NW 16th Terrace, Pompano Beach

Daytime phone: 954-282-6800

Mobile phone: 954-243-5204

TENTS, CANOPIES, STAGES, BLEACHERS

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

A canopy is a tent without sides.

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

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

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

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

Tents: 0
Canopies: 0
Stages: 2
Bleachers: _____ list size and max load:

UTILITIES

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

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

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

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

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

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

_____ Electrical power:
_____ Water:
_____ Gas, propane, BBQ grills, generators:
_____ Fuel Storage:

SIGNAGE

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

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

Are you requesting permission to erect signage for this Event? **YES**

For each sign please provide:

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

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

RESTROOMS (show on Site Plan)

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

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

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

Number of restroom facilities required by Town:

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

STREET CLOSURES

Street closures may be required at the Event's expense

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

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

TRAFFIC CONTROL/BARRICADES

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

Please list your traffic control contractor, if applicable:

VEHICLES

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

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

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

LOADING/UNLOADING: If you are requesting that vehicles be permitted to load/unload in non-metered areas, please indicate the location and times loading and unloading would occur:
In front of Pavilion (sponsors) and band equipment at north end of event site.

TRAFFIC CONTROL PLAN

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

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

*****To be reviewed with BSO in the next few weeks*****

Are you requesting the reservation of any Town parking meter spaces for the Event? **NO**

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OFF DUTY POLICE/CODE COMPLIANCE OFFICERS

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

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

CONCESSIONS:

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

Are you planning to have any type of concessions? **NO**

If YES, has the Florida Health Department approved the food vending Site Plans?
YES NO

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

Is the food free of charge _____ or for sale _____

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

Please list the types of food that will be served:

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

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

Provide details of dispensing locations here and on Site Plan

ALCOHOL

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

Are you planning on selling alcoholic beverages at the event? YES

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

Provide details of dispensing locations here and on Site Plan

Provide contact info for all license holders that will be serving alcohol: **Aruba Beach Cafe**

VENDORS

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

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

ANIMALS

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

Are animals included in your event? NO
If yes, please give details:

FIREWORKS

(Fireworks require a separate permit approval process and application)

Are you requesting approval to discharge fireworks at the event? NO

SALE OF MERCHANDISE

Are you requesting approval to offer other items for sale at the event? NO

List items for sale: BugFest T-Shirts

RIDES

Rides or other amusement may require a State of Florida inspection

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

Are rides to be included in the Event? NO

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

Mechanical/Electrical:

Inflatable (bounce house etc.):

Manual (slides, trampolines):

Other:

NO BALLOONS RELEASED

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

I agree no balloons will be released _____

FIRE WATCH or EMS ONSITE

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

First Aid facilities may be required by Town at Event's expense. Initial _____

INSURANCE

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

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

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

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

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

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

EVENT CONDITIONS

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

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

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

1. Permission for this Event may be suspended or modified by the Commission, Town Manager or his designated Staff.
2. Turtle Clause: If any of the set-up will take place on the beach sand please avoid any marked sea turtle nests with a minimum buffer of 30 feet.
3. Setup of the Event will start at about _____ and the area will be cleaned and open by _____
4. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Applicants shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving Event approval.

5. The Police Chief shall approve the Applicant's Maintenance of Traffic Plan (MOT), if one is required.
6. The Applicants shall submit a solid waste and recycling plan for approval at least 30 days prior to the Event to the Municipal Services Director. The Applicant shall provide additional waste receptacles and recycling bins. During the event as needed and at the end of the event, the Applicant shall empty all of the waste receptacles and recycling bins and pick up litter within the event site and 100 feet of the site.
7. All signage will be approved and permitted with Development Services at least 30 days prior to the event
8. All related Fire Marshall and Building Official's related requirements have been approved
9. Provide proof of additional restroom facilities ordered at least 30 days prior to event
10. The event and its approved sound systems shall be operated so as not to violate the Town's Code, including and especially Section 13-6, Noise Limitation. All music shall end promptly at ____ pm.
11. The event site shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered so as to not pose a hazard to the public or event staff, or will be battery operated.
12. Parking Requirements have been identified, fees paid and listed on site plan
13. The Applicant shall provide a written notice to all properties affected by this event by (date), (30 days in advance) for approval prior to distribution; and confirm in writing which properties have been notified.
14. Clean up Deposit may be imposed, based on the final Site Plan, and due two weeks prior to the event.
15. Clean up fee starting at \$150 will be charged if area is not cleaned to Town standards.
16. Final Site Plan must be presented for approval at least 48 hours in advance of the event.
17. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
18. A Damage Deposit may be imposed, based on size of event and location.
19. There will be no release of balloons at this Event.
20. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
21. Upon showing by the Applicant of a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special Events.
22. The Applicant shall meet the following minimum insurance requirements per Ordinance 2015-06, which may be modified by action of the Town Commission for a specific Event:
 - a) Prior to issuance of the requested permit, proof of commercial general liability insurance, whether through a single policy, or a combination of policies, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.
 - b) No required policy shall have a deductible or self-insurance retention greater than \$15,000.
 - c) All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance shall provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any Event, the Applicants shall be held responsible for providing the Town notice of any change in insurance coverage. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement shall be issued as part of any required policies. The Applicants shall provide an original certificate of insurance as evidence of continued coverage prior to any annual renewal of the permit. Failure

to comply with these requirements shall justify a denial, suspension or revocation of the requested approval by the Town Manager or designee.

- d) In the Event that control of any applicable Event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Applicant (the "sub-applicant"), the sub-applicant shall provide insurance and indemnification meeting the requirements of this Section under which the Applicant is applying, as if they were the Applicant and shall be held responsible for compliance with the Town Code as if the sub-applicant were the Applicant.
 - e) If applicable, at least thirty (30) days prior to the first Event, the Applicants shall provide a Certificate of Liquor Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage, which provides coverage for each Event authorized by this permit. The Certificate shall specify that the Town will be given at least thirty (30) days written notice of any cancellation.
23. In the Event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this Event shall expire unless the Town Manager finds there are extenuating circumstances that the Event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the Event, without increasing the administration costs of the Town.
24. Applicant shall owe no monies to the Town at the time of the Event. There shall be no past due fines, moneys, fees, taxes or other charges owed to the Town by the current or past property owners or operators requesting the special Event permit. A special Event permit will not be issued until all past due debts to the Town are paid in full.
25. The Town Manager may suspend permission for this Event due to failure of the Applicants to comply with the terms and conditions of the Town's permit, due to conflicting activities, for health or safety issues, or for the best interests of the Town.
26. The onsite Town representative may terminate an Event due to the Applicant not complying with the terms and conditions of the Town's Event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the Event site.

INDEMNIFICATION

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

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

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

PERMISSION OF THE PROPERTY OWNER

Applicant's and Property Owner's Certification

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

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

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

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

SITE PLAN DETAILS

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

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

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

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

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

Location:

The site of the event, with streets, parks and other landmarks identified

Routes for races, parades, etc.

Traffic routing and road closures

Ticket Kiosks

Access control points

Signage (*shall be approved by Development Services prior to Application submission to Town Commission*)

Signs (location, size, color and wording)*

Public Services:

Fire lanes (emergency access for fire equipment and EMS)

Restroom facilities (incl. Portable & Private)

Locate electrical equipment, permanent and temporary (temporary electrical installation (must be to code and approved by Town)

Trash and Recycling receptacle locations

Smoking and No Smoking areas

Pedestrian walkways

Garbage Cans

Recycling Bins

Hazard/ Precautions:

Hazards at the site (ditches, construction areas, obstructions to pedestrian traffic, bodies of water)

Fencing, barriers, barricades, walls, gates, etc.

Gasoline, propane, grills, fire, charcoal, generators, any other flammable fuel

Fuel Storage and dispensing areas

Fire Extinguishers Minimum size 4A/10BC one every 75 ft. of travel. If cooking, Class K or 1 40BC rated Fire Extinguisher for every cooking station or canopy (at discretion of Fire Marshall)

Generators (shall be approved by Fire Marshall in advance)

Event:

Canopies, tents, stages (types shall be specified) locations for sales, food service, etc. *Large tents will require Fire Marshall approval of illuminated exit signs and fire extinguishers*

Vendor locations (booths or tables and approximate size, (Vendor's company names phone numbers and email addresses required on separate page at least 48 hours in advance of the Event)

Restrooms – Portable and Private

First Aid facilities

Trailers, storage, sleeping facilities, service boxes, displays, etc.

Alcohol serving/consuming areas

Rides and Amusements, Rides, demonstrations, performance areas and stages including Musicians and Artists

Parking:

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

Code or Security Enforcement (paid by Event)

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

Police: Off duty police officers (if known)

DETAILED SITE PLAN

See above for inclusion examples

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

See Attached

Applicant's Certification

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

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

I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.

Applicant's Signature (required)

Date

Applicant's Printed Name and Title/Organization

Telephone Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

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

Notary Public, State of Florida
My Commission Expires:

BugFest July 25, 2019 Chef Competition Site Plan

BEACH PROPANE GRILL



BEACH PAVILION

CHEF TEAM TABLES

CHEF TEAM TABLES

JUDGES TABLES

THURSDAY NIGHT EVENT / CHEF COMPETITION AND AWARDS PARTY

CONNIE HOFFMANN OCEAN PLAZA

STAGE

STAGE

SPONSOR TABLES

SPONSOR TABLES

50 CHAIRS

SPONSOR TABLES

SPONSOR TABLES

SPONSOR 425

42
§

SPONSOR TABLES



SPECIAL EVENT APPLICATION INFORMATION

For your event to be considered by the Town Commission, a fully completed application must be submitted at least 60 days prior to the date of the event.

This application is available in Word format at www.lbts-fl.gov/town/docs.htm. If possible please use the Word document and your computer to complete the application.

An application is not considered complete unless it includes:

1. A full description of the proposed event,
2. A detailed site plan (*very important!*),
3. All required documents, and
4. The application fee.

A meeting with Special Events Permitting is required before submitting a Special Event Application. Questions? Call our Special Projects Coordinator at 954-640-4200 or email debbieh@lbts-fl.gov.

Payment of Special Event Permit fee is required at the time of Application submission via hand delivery or by mail to:

**Town of Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308**

A Special Event shall be approved by the Town Commission before an event is advertised to the public. A special event is defined as a concert, festival, race, walk, carnival, show, exhibition, parade, or any other similar outdoor event whether operated totally outdoors, on stage, under tents, or with the use of any temporary building or structure, ***to which members of the public are invited as participants or spectators.***

Please review the Town's special event requirements by clicking on: https://www.Special_Event_Requirements
Or download a copy of the Special Event Requirements from our website and review them before submitting your application.

Important to remember:

1. Your event is approved by the Town Commission with "Conditions" that must be met or your event is cancelled. READ and understand the Conditions. *Talk with us if you have questions.*
2. You are responsible for securing and paying for all fees, licenses, and permits required by any governmental agency having jurisdiction, providing the Town evidence of all required insurances, and providing evidence of organization and/or charity.
3. You have to file all of the required documents shall be provided not later than 30 days prior to the event date or the event authorization terminates (unless prior arrangements have been approved by Town).
 - a. Insurance
 - b. Vendor lists and licenses
 - c. File site plan

- 4. Parking is limited in Lauderdale-By-The-Sea, and will be a consideration when approving your event.
- 5. You may have to obtain permits from the Building & Fire Departments to meet Florida Building Code and Fire Code standards.
- 6. You are responsible for securing and paying for all fees, licenses, and permits required by any governmental agency having jurisdiction.

I (Applicant) have read and fully understand the above:

Signature of Applicant

Print Name:_____

Event Name:_____



SPECIAL EVENT APPLICATION

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

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

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

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

Name of Event: BugFest Diveheart Benefit Concert

Event Purpose, Description and Activities: Fundraising event to benefit Diveheart, a non-profit organization that teaches veterans, and children and adults with disabilities, how to scuba dive

New Event YES or Returning Event YES Previous Attendance 500

Day(s) and Date(s) of Event: Saturday, July 27, 6:30 to 10:30PM

Proposed location of the Event (location, streets, landmarks): 4400-4406 northbound and southbound lanes of El Mar Drive (Village Grille & 101); same location as Friday Night Music.

We also plan to set up canopies and tables for sponsors in the Dune and/or Ocean Plaza.

How many people do you anticipate on site at any peak time? 200

Participants: 10-15 #Spectators 500 #Adult volunteers: 10-15

Please complete the following table:

Activity	Day	Time
Start of set-up:	Saturday	3PM
Start time of the Event:	Saturday	6PM (Food & Drinks)
EVENT	Saturday	6:30PM Band Starts
End time of the Event:	Saturday	10:30PM Music Ends
Start of Clean up:	Saturday	10:30PM
Clean-up completed by: (Site restored to original condition)	Saturday	Midnight

Name and address of host or sponsoring organization:

Is applicant a Non-Profit Organization? **NO**

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

Person submitting Application ("Responsible Party"):

Name: Steve d'Oliveira

Mailing address: 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL

Phone: 954-640-4209

Mobile phone: 561-523-8198

Email: steved@lbts-fl.gov

Fax: 954-640-4636

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

Name(s): Steve d'Oliveira

Mailing address: 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL

Phone: 954-640-4209

Mobile phone: 561-523-8198

Evening phone:

Fax: 954-640-4636

Email: steved@lbts-fl.gov

Add information as necessary:

Will you have an event contractor or planner?

YES

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

Name: Steve d'Oliveira

Company Name: Town of Lauderdale-By-The-Sea

Steve DeLeon

Village Grille & Village Pump

Address: 4501 N. Ocean Drive

Company Email: steved@lbts-fl.gov

Phone Office: 954-640-4209

Phone Mobile: 561-523-8198

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

Request for Town Involvement:

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

If yes, describe services requested, if any: **Town Event, all services as requested**

STATEMENT OF BENEFIT

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

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

(Insert here or denote if attached)

FEES

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

If yes, provide details: **Diveheart will raffle off prizes to raise funds.**

SOUND SYSTEMS

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

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

YES Proposed amplified sound/speaker system:

YES Proposed live music: List genre, type, ambiance: Various Artists

YES Planned recorded music

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

CLEAN EVENT STANDARDS

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

Please note that, except for very small events, all events shall provide a recycling plan and follow recycling requirements. See Recycling Requirements under Conditions. For more info email recycle@lbts-fl.gov.

Name contractor or organization (including contact info) responsible for your event's recycling:

Name: Waste Pro

E-mail: Magramonte@wasteprousa.com

Address: 3101 NW 16th Terrace, Pompano Beach

Daytime phone: 954-282-6800

Mobile phone: 954-243-5204

TENTS, CANOPIES, STAGES, BLEACHERS

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

A canopy is a tent without sides.

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

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

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

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

Tents: _____

Canopies: **Max 12 for the entire event (music concert and sponsors)**

Stages: 1

Bleachers: _____ list size and max load:

UTILITIES

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

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

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

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

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

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

_____Electrical power: **TBD Sponsor Tents**

_____Water:

_____Gas, propane, BBQ grills, generators:

_____Fuel Storage:

SIGNAGE

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

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

Are you requesting permission to erect signage for this Event? **YES**

For each sign please provide:

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

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

RESTROOMS (show on Site Plan)

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

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

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

Number of restroom facilities required by Town: **Public Restrooms at Restaurants and at El Mar Plaza**

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

STREET CLOSURES

Street closures may be required at the Event's expense

Are you requesting that any public streets be closed for the Event? **YES**
I don't know, please advise _____

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

TRAFFIC CONTROL/BARRICADES

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

Please list your traffic control contractor, if applicable: **Steve from Village Grille will order barricades**

VEHICLES

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

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

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

LOADING/UNLOADING: If you are requesting that vehicles be permitted to load/unload in non-metered areas, please indicate the location and times loading and unloading would occur:
In front of Pavilion (sponsors) and band equipment at north end of event site.

TRAFFIC CONTROL PLAN

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

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

*****To be reviewed with BSO in the next few weeks*****

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

YES

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

114-115-128-129 for turn around and est 20 spots on El Mar #111 to 132

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

OFF DUTY POLICE/CODE COMPLIANCE OFFICERS

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

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

YES

Do you anticipate needing code compliance officers for your Event?

NO

CONCESSIONS:

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

Are you planning to have any type of concessions?

NO

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

YES NO

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

Is the food free of charge _____ or for sale _____

Do all food vendors have a temporary food service permit?

YES NO

Please list the types of food that will be served:

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

Charcoal Grills _____

Sterno _____

Fryers _____

Open fires _____

Propane Grills _____

Refrigerators _____

Smokers _____

Hoods _____

Concession trailers _____

Warmers _____

LP Tanks _____

Other _____

Provide details of dispensing locations here and on Site Plan

ALCOHOL

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

Are you planning on selling alcoholic beverages at the event? YES

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

Provide details of dispensing locations here and on Site Plan **see attached**

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

VENDORS

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

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

ANIMALS

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

Are animals included in your event? YES NO

If yes, please give details:

FIREWORKS

(Fireworks require a separate permit approval process and application)

Are you requesting approval to discharge fireworks at the event? YES NO

SALE OF MERCHANDISE

Are you requesting approval to offer other items for sale at the event? YES NO

List items for sale: **Bands and Diveheart may wish to sell items at the event**

RIDES

Rides or other amusement may require a State of Florida inspection

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

Are rides to be included in the Event? YES NO

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

Mechanical/Electrical:

Inflatable (bounce house etc.):

Manual (slides, trampolines):

Other:

NO BALLOONS RELEASED

When balloons are released over the ocean, they become a major source of pollution and significantly increase the mortality rate among sea turtles, birds and other marine life. Sea turtles and

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

I agree no balloons will be released _____

FIRE WATCH or EMS ONSITE

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

First Aid facilities may be required by Town at Event's expense. Initial _____

INSURANCE

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

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

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

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

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

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

EVENT CONDITIONS

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

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

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

1. Permission for this Event may be suspended or modified by the Commission, Town Manager or his designated Staff.
2. Turtle Clause: If any of the set-up will take place on the beach sand please avoid any marked sea turtle nests with a minimum buffer of 30 feet.
3. Setup of the Event will start at about _____ and the area will be cleaned and open by _____
4. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Applicants shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving Event approval.
5. The Police Chief shall approve the Applicant's Maintenance of Traffic Plan (MOT), if one is required.
6. The Applicants shall submit a solid waste and recycling plan for approval at least 30 days prior to the Event to the Municipal Services Director. The Applicant shall provide additional waste receptacles and recycling bins. During the event as needed and at the end of the event, the Applicant shall empty all of the waste receptacles and recycling bins and pick up litter within the event site and 100 feet of the site.
7. All signage will be approved and permitted with Development Services at least 30 days prior to the event
8. All related Fire Marshall and Building Official's related requirements have been approved
9. Provide proof of additional restroom facilities ordered at least 30 days prior to event
10. The event and its approved sound systems shall be operated so as not to violate the Town's Code, including and especially Section 13-6, Noise Limitation. All music shall end promptly at _____ pm.
11. The event site shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered so as to not pose a hazard to the public or event staff, or will be battery operated.
12. Parking Requirements have been identified, fees paid and listed on site plan
13. The Applicant shall provide a written notice to all properties affected by this event by (date), (30 days in advance) for approval prior to distribution; and confirm in writing which properties have been notified.
14. Clean up Deposit may be imposed, based on the final Site Plan, and due two weeks prior to the event.
15. Clean up fee starting at \$150 will be charged if area is not cleaned to Town standards.
16. Final Site Plan must be presented for approval at least 48 hours in advance of the event.
17. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
18. A Damage Deposit may be imposed, based on size of event and location.
19. There will be no release of balloons at this Event.
20. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
21. Upon showing by the Applicant of a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special Events.
22. The Applicant shall meet the following minimum insurance requirements per Ordinance 2015-06, which may be modified by action of the Town Commission for a specific Event:
 - a) Prior to issuance of the requested permit, proof of commercial general liability insurance, whether through a single policy, or a combination of policies, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.

- b) No required policy shall have a deductible or self-insurance retention greater than \$15,000.
 - c) All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance shall provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any Event, the Applicants shall be held responsible for providing the Town notice of any change in insurance coverage. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement shall be issued as part of any required policies. The Applicants shall provide an original certificate of insurance as evidence of continued coverage prior to any annual renewal of the permit. Failure to comply with these requirements shall justify a denial, suspension or revocation of the requested approval by the Town Manager or designee.
 - d) In the Event that control of any applicable Event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Applicant (the "sub-applicant"), the sub-applicant shall provide insurance and indemnification meeting the requirements of this Section under which the Applicant is applying, as if they were the Applicant and shall be held responsible for compliance with the Town Code as if the sub-applicant were the Applicant.
 - e) If applicable, at least thirty (30) days prior to the first Event, the Applicants shall provide a Certificate of Liquor Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage, which provides coverage for each Event authorized by this permit. The Certificate shall specify that the Town will be given at least thirty (30) days written notice of any cancellation.
23. In the Event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this Event shall expire unless the Town Manager finds there are extenuating circumstances that the Event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the Event, without increasing the administration costs of the Town.
24. Applicant shall owe no monies to the Town at the time of the Event. There shall be no past due fines, moneys, fees, taxes or other charges owed to the Town by the current or past property owners or operators requesting the special Event permit. A special Event permit will not be issued until all past due debts to the Town are paid in full.
25. The Town Manager may suspend permission for this Event due to failure of the Applicants to comply with the terms and conditions of the Town's permit, due to conflicting activities, for health or safety issues, or for the best interests of the Town.
26. The onsite Town representative may terminate an Event due to the Applicant not complying with the terms and conditions of the Town's Event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the Event site.

INDEMNIFICATION

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

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

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

PERMISSION OF THE PROPERTY OWNER

Applicant's and Property Owner's Certification

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

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

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

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

SITE PLAN DETAILS

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

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

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

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

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

Location:

The site of the event, with streets, parks and other landmarks identified

Routes for races, parades, etc.

Traffic routing and road closures

Ticket Kiosks

Access control points

Signage (*shall be approved by Development Services prior to Application submission to Town Commission*)

Signs (location, size, color and wording)*

Public Services:

Fire lanes (emergency access for fire equipment and EMS)

Restroom facilities (incl. Portable & Private)

Locate electrical equipment, permanent and temporary (temporary electrical installation (must be to code and approved by Town))

Trash and Recycling receptacle locations

Smoking and No Smoking areas

Pedestrian walkways

Garbage Cans

Recycling Bins

Hazard/ Precautions:

Hazards at the site (ditches, construction areas, obstructions to pedestrian traffic, bodies of water)

Fencing, barriers, barricades, walls, gates, etc.

Gasoline, propane, grills, fire, charcoal, generators, any other flammable fuel

Fuel Storage and dispensing areas

Fire Extinguishers Minimum size 4A/10BC one every 75 ft. of travel. If cooking, Class K or 1 40BC rated Fire Extinguisher for every cooking station or canopy (at discretion of Fire Marshall)

Generators (shall be approved by Fire Marshall in advance)

Event:

Canopies, tents, stages (types shall be specified) locations for sales, food service, etc. *Large tents will require Fire Marshall approval of illuminated exit signs and fire extinguishers*

Vendor locations (booths or tables and approximate size, (Vendor's company names phone numbers and email addresses required on separate page at least 48 hours in advance of the Event)

Restrooms – Portable and Private

First Aid facilities

Trailers, storage, sleeping facilities, service boxes, displays, etc.

Alcohol serving/consuming areas

Rides and Amusements, Rides, demonstrations, performance areas and stages including Musicians and Artists

Parking:

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

Code or Security Enforcement (paid by Event)

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

Police: Off duty police officers (if known)

DETAILED SITE PLAN

See above for inclusion examples

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

See Attached

Applicant's Certification

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

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

I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.

Applicant's Signature (required)

Date

Applicant's Printed Name and Title/Organization

Telephone Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

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

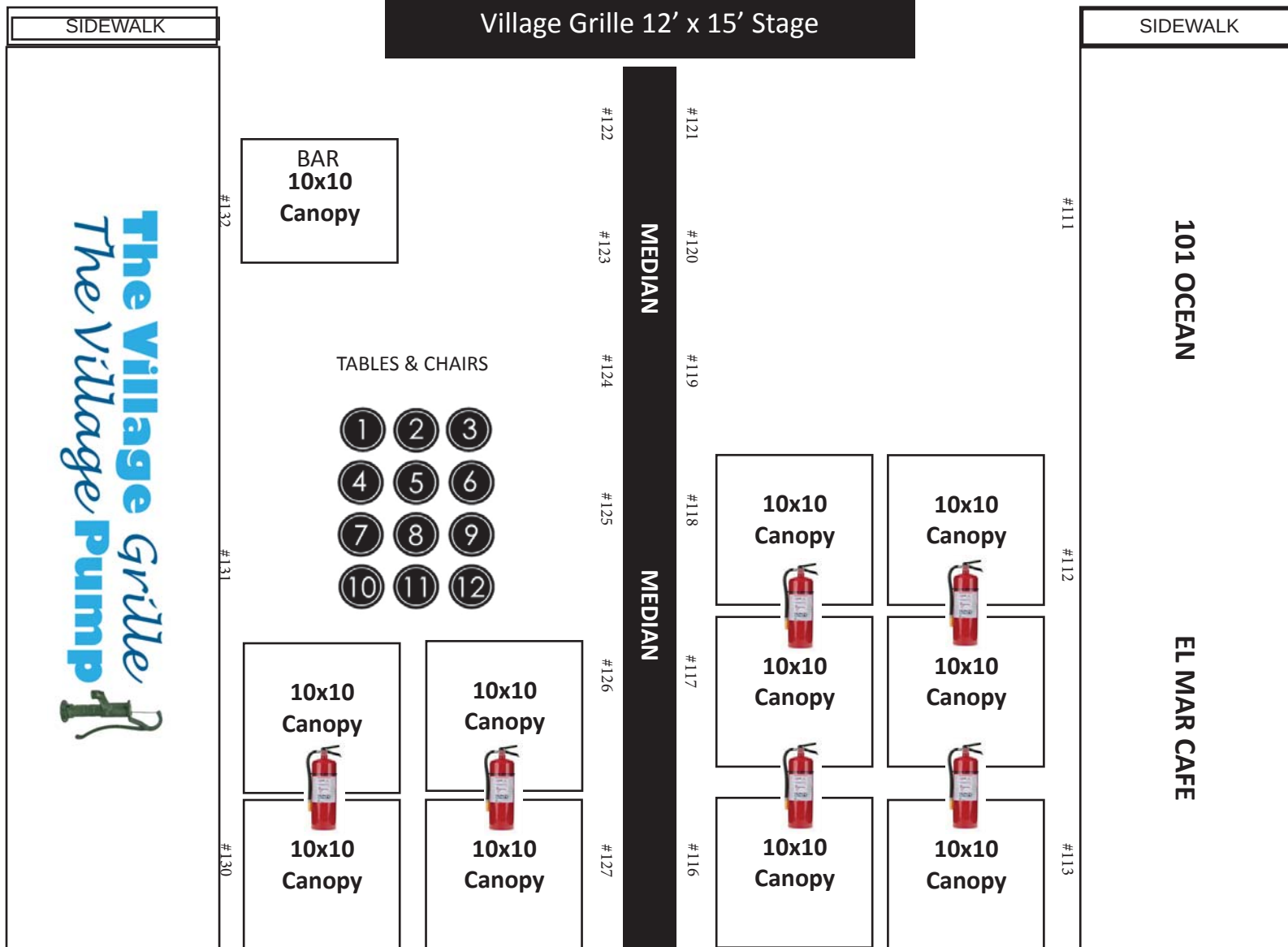
Notary Public, State of Florida
My Commission Expires:

Diveheart Music Fest at BugFest Site Plan

Saturday, July 27, 2019: 6:30-10:30PM

COMMERCIAL BOULEVARD

XXXXFRENCH BARRICADES XXXXXXXXXXXXXXXXXXXX FRENCH BARRICADES XXXXXXXXXXXXXXXXXXXX FRENCH BARRICADESXXXXX



XXXFRENCH BARRICADES XXXXXXXXXXXXXXXXXXXX FRENCH BARRICADES XXXXXXXXXXXXXXXXXXXX FRENCH BARRICADESXXXXX

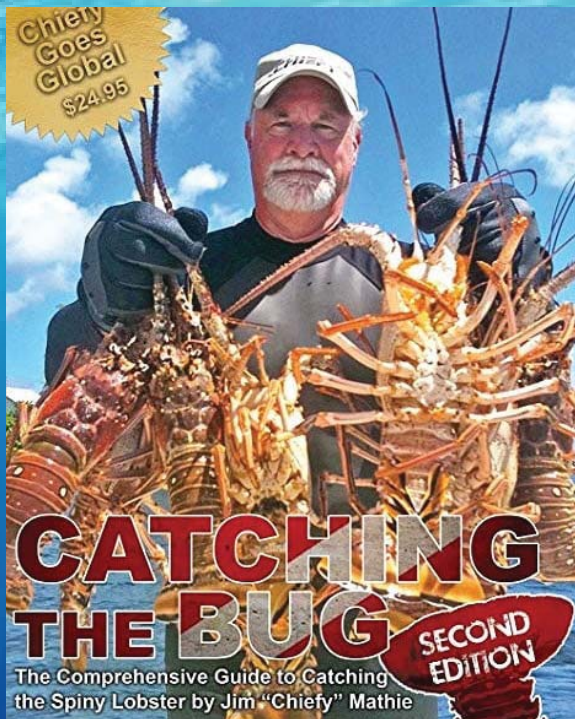
ALLEY

EL MAR
PARKING LOT

BUGFEST 2019 DAILY SCHEDULE

TUESDAY, JULY 23RD

TWO FREE EVENTS AT PLUNGE BEACH HOTEL!



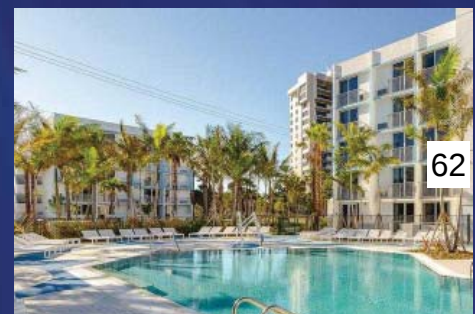
JIM 'CHIEFY' MATHIE 'CATCHING THE BUG' 6-7PM IN HOTEL LOBBY

Jim "Chiefy" Mathie, a retired Deerfield Beach firefighter and South Florida's favorite lobster hunting expert, will again give a free seminar from 6-7PM on catching bugs at **Plunge Beach Hotel**, 4660 El Mar Drive, **Lauderdale-By-The-Sea**. Meet us in the main hotel lobby that fronts A1A by the **Octopus Bar**. The one hour workshop is great for divers who are new to lobster hunting and will cover the basics on finding, catching, cleaning & cooking spiny lobsters. Chiefy is giving away **five free copies** of his second edition book, *Catching The Bug, The Comprehensive Guide To Catching Spiny Lobster*. Best of all, you can join Chiefy afterwards for a cold beer at the **Mini-Season Kickoff Party** at Plunge's beach bar!



MINI-SEASON KICKOFF PARTY 7-9PM AT BEACHSIDE BACKFLIP BAR

Don't miss our **BugFest Mini-Season Kickoff Party** from 7 to 9PM on Tuesday, July 23 at **Plunge Beach Hotel**, 4660 El Mar Drive, **Lauderdale-By-The-Sea**. Sponsored by **Gold Coast Scuba**, the party will feature ScubaRadio mermaids, music by the **Scuba Cowboy** and more. Be among the first 100 people to sign-in and receive a ticket for one free locally-crafted draft beer. You can also register for the **Great Florida Bug Hunt** contest and buy a **Diveheart** raffle ticket for the chance to win a great dive trip.



BUGFEST 2019 DAILY SCHEDULE

WEDNESDAY, JULY 24TH

MINI-SEASON STARTS AT 12:01AM.
SCUBA COWBOY AT VILLAGE GRILLE 9PM



MIDNIGHT BEACH DIVE LAUDERDALE-BY-THE-SEA

Sign-Up for this night beach dive with **Gold Coast Scuba** (954-616-5909) in **Lauderdale-By-The-Sea**. In the past, this event has attracted about a dozen divers, so you have an excellent chance of winning a great prize. You can dive anywhere off the beach in Lauderdale-By-The-Sea, but you must weigh in your catch at **El Prado Park, 4500 El Mar Drive**. The park is right on the beach across from **Town Hall, 4501 N. Ocean Drive**. The weigh-in deadline for this event is **3AM**. Catch the biggest bug on this midnight dive and you will win a cool dive computer. Remember: You can catch a maximum of 12 mini-season lobsters per day anywhere north of the Florida Keys.

The Village Grille
The Village Pump



LAUDERDALE-BY-THE-SEA

SCUBA COWBOY AT THE VILLAGE GRILLE

Kick back and listen to your favorite trop rock tunes while enjoying great food, atmosphere, drinks and music while listening to our favorite diving troubadour, the **Scuba Cowboy** (aka Pup Morse). Pup will perform at the Village Grille from 8PM to 11PM. The restaurant and bar is at **4404 El Mar Drive, Lauderdale-By-The-Sea** (on the corner of El Mar Drive and Commercial Boulevard in **Anglin's**

Square). Pup will be joined by **Greg Holt** and friends from **ScubaRadio** along with **BugFest Lobster-In-Chief Steve d'Oliveira**, who will give a brief report on the biggest bugs that were caught on Wednesday and entered earlier that day in the **Great Florida Bug Hunt** lobster hunting contest.



BUGFEST 2019 DAILY SCHEDULE

THURSDAY, JULY 25TH

LOBSTER CHEF COMPETITION & 'THE BIG ONE GOT AWAY' DIVER AWARDS PARTY



BUGFEST LOBSTER CHEF COMPETITION 6-7:30PM

Our annual and always-fun lobster chef competition at the Town's **Beach Pavilion** and **Connie Hoffmann Ocean Plaza** (1 Commercial Blvd.) is always a fun event as five chef teams do their best to impress the BugFest judges with their crustacean creations. Each team is given four lobster tails and access to a gas grill. Over the years, the winning dishes included lobster pizza, lobster sliders and lobster grits. Chef teams are awarded points on taste, presentation and creativity. Past winners included the **Windjammer Resort**, **Gold Coast Scuba**, **Serenity Yacht Charters**, **By-The-Sea Realty**, **ScubaNation** and **Reef Safe**, our primary BugFest sponsor. This year's competition will be hosted by **Greg Holt**, the fun host of **ScubaRadio**.



BUGFEST DIVER AWARDS PARTY (7:30PM-8:30PM)

Once the chef competition ends, we award the cash and dive gear prizes for the **Great Florida Bug Hunt** contest. This year's dive prizes include an **Aqua Lung** regulator, dive computers, tanks, masks and other great prizes. Please support **Diveheart** by purchasing a raffle ticket; you could also win an awesome 7-night stay at the **Windjammer Resort & Beach Club** along with several other exciting trips and prizes. The **Scuba Cowboy** will also perform tonight! The fabulous **Aruba Beach Cafe** will also sell drinks and food to the audience members.



BUGFEST 2019 DAILY SCHEDULE

FRIDAY, JULY 26TH



FISH ID PRESENTATION

JARVIS HALL 7PM-8:30PM

Lureen Ferretti, an underwater photographer and avid marine environment activist, will give a Fish Identification presentation in Jarvis Hall. Lureen's passion for photography began at an early age. "Growing up, it was very rare for me to be without a camera. After graduating college, my desire to dive was rekindled after going splunking in a semi-dry cave and prompted me to get certified (at Dutch Springs quarry in PA). It didn't take long for me to figure out I needed to move to Florida for warm water, better diving and pretty fish. After referring to the fish I dove with every weekend as the pretty blue one or the funny looking yellow one, I learned the fish and became a REEF Advanced Assessment Team member." The event is free and open to everyone.

SATURDAY, JULY 27TH



ANGLIN'S PIER CLEAN-UP

Gold Coast Scuba will host a free underwater pier clean-up on Saturday, July 27th starting at **8AM**. Divers are asked to meet and sign-up at the Ocean Plaza, next to Aruba's Beach Cafe. You can also sign-up beforehand at Gold Coast Scuba. The clean-up is being supported by **PADI's Project Aware**. After the dive, the Ocean Treasure Hotel on El Mar Drive will host a barbecue for the participating divers. Ocean Treasure is undergoing a major renovation and plans to cater to scuba divers. For more information about the pier clean-up, please call Gold Coast Scuba at **954-616-5909**.



BUGFEST 2019 DAILY SCHEDULE

SATURDAY, JULY 27TH



DIVEHEART BENEFIT

CONCERT 6:30-10:30PM

The **Town** is proud to once again host the **Third Annual Diveheart Music & Art Festival**, a free and family-friendly event on **El Mar Drive** in **Anglin's Square**. Diveheart is a non-profit charitable organization that teaches people with disabilities how to scuba dive. Buy a raffle ticket and you could win a fabulous dive trip. You can also bid on some awesome underwater photographs

or other creations by talented artists who donated their time and talent to support Diveheart. This year's music line-up includes **Weedline**, **Patrick Arnold** and **Wolfhawk**. All proceeds go to Diveheart, including its Diveheart Scuba Experience events, Adaptive Training and Scuba Diving Adventure.



GREAT FLORIDA BUG HUNT CONTEST CATEGORIES 2019

To participate in the Great Florida Bug Hunt, you must register beforehand. The cost is \$20. All divers receive a BugFest Goody Bag, which includes a BugFest T-shirt, a DAN 'Check Your Air' lobster gauge and safety info, Dive Training Magazine and more. Divers receive a raffle ticket for each lobster they weigh in during the contest. The raffle prizes include an Aqua Lung regulator, dive tanks, dive boat trips and hotel stays.

You can register at Gold Coast Scuba in Lauderdale-By-The-Sea, or at South Florida Diving Headquarters (SFDH) at the Sands Marina in Pompano. You can also register online with a credit card by PayPal at www.lbtsevents.com/bugfest/. By registering online, you agree to all the terms in the Town's BugFest Liability Waiver.

Call Lobster-In-Chief Steve d'Oliveira with questions at 954-640-4209, or e-mail him at steved@lbtsevents.com.

BUDDY TEAM

Biggest 12 Bugs Caught Off Broward By A Buddy Team on Wednesday. \$500

Biggest 12 Bugs Caught Off Miami-Dade or Palm Beach counties By A Buddy Team on Wednesday. \$500

All dive buddies on your team must individually register for the Great Florida Bug Hunt (no additional cost) by sending an e-mail to steved@lbtsevents.com. The deadline to register is 5PM on July 23rd. We divided the \$1,000 Buddy Team cash prize this year to reflect the fact that the average-size lobsters caught in Miami-Dade tend to be bigger than ones bagged in Broward. We also added Palm Beach, since we only had one entry out of Miami-Dade in 2018.

BOAT DIVING

Biggest Bug Caught Anywhere Off A Boat (private or commercial): First Place: \$400 / Second Place: \$100

BEACH DIVING

Biggest Bug Caught Anywhere Off The Beach: First Place: \$400 / Second Place: \$100

Biggest Bug Caught On Midnight Beach Dive off LBTs: First Place: Sherwood Oasis Regulator \$420

GOLD COAST CHARTER BOAT DIVES

Biggest Bug Caught Wednesday Off The SFDH 6AM Aqua View Dive: Sherwood Wrist Profile Computer \$350

Biggest Bug Caught Wednesday Off the SFDH 6AM Black Pearl Dive: New Dive Tank \$200

BIGGEST BUG THURSDAY

Biggest Bug Caught Anywhere On Thursday (Boat or Beach) \$250

TOWN RESIDENT

Biggest Bug Caught By A Lauderdale-By-The-Sea Resident \$100

PRETTIEST LOBSTER

Prettiest Lobster Caught Anywhere By A Female Scuba Diver \$100
In case of a tie, the No. 1 tiebreaker will be the lobster's weight.

WEIGH-IN STATIONS & TIMES

El Prado Park, 4500 El Mar Drive, Lauderdale-By-The-Sea
Wednesday (4PM-7PM) / Thursday (2PM-6PM)

Sands Harbor Marina, 125 N Riverside Drive, Pompano Beach
Wednesday (10AM-5PM) / Thursday (10AM-5PM)





Town Commission Agenda Item Report

Meeting Date: May 28, 2019

Submitted by: Debbie Hime

Submitting Department: Administration

Item Type: Consent

Agenda Section: CONSENT AGENDA

Subject Title:

Special Event Application - Community Church Ocean Baptism on Saturday, November 2, 2019

Explanation:

Community Christian Church of Tamarac has submitted a special event application (Exhibit 1) for an event on the beach east of El Prado Park on Saturday, November 2, 2019.

The church has held similar events (two per year) at El Prado Park beach since 2016. They are also requesting a reschedule date (i.e. rain date) of the following Saturday, November 9.

The event is estimated to have a maximum of 130 participants, volunteers and other guests. Staff notes that this is a larger than normal event crowd on the beach, but since it is proposed to occur during a slow time of the year and early in the morning, Staff feels it should not interfere with the enjoyment of other beachgoers.

This event will occur during turtle season (May 1- October 31); and thus the issuing of a special event permit will be contingent on the Applicant obtaining approval by Broward County Sea Turtle Conservation Program (BCSTCP) and a field permit from the Florida Department of Environmental Protection (FDEP) Agency (Condition 5) if applicable.

Setup will begin at 7:00 a.m., and cleanup completed by 11 a.m.:

Saturday, October 7, 2018

Set Up Begins 7:00 a.m.

Event Begins 8:30 a.m.

Event Ends 10:30 a.m.

Clean Up Completed 11:00 a.m.

Community Church is requesting permission:

1. To unload their one box truck between 7:00 and 7:30 a.m. in one of the Resident Parking spots in front of El Prado Park (Condition 4);
2. To have a two 2' x 4' directional signs at El Prado Park near El Mar Drive to direct participants to the beach (Condition 5);
3. To have small amplified sound system of a small speaker with a microphone faced towards the sea starting at 8:30 a.m. (Condition 6) and,
4. One (1) 10 x 10 canopy, one (1) 8 x 8' canopy and four (4) 2.5 x 6' tables (Condition 11).

These requests are included as conditions below.

Recommendation:

We recommend the event be approved with the following conditions:

1. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Applicant shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving event approval.
2. The Police Chief shall approve the Applicant's Maintenance of Traffic Plan (MOT), if one is required.
3. The Applicant shall submit a solid waste and recycling plan for approval at least 30 days prior to the event to the Municipal Services Director. During the event as needed and at the end of the event, the Applicant shall empty the Town's waste receptacles and recycling bins within the event area and within 100 feet of the event area.
4. Applicant may unload their box truck between 7:00 and 7:30 a.m. in one of the Resident Parking spots in front of El Prado Park; no other special parking requests or permits are needed.
5. No set up may begin before 9:00 a.m. during turtle season. If before 9:00 am, event permit is contingent on Applicant receiving prior written approval of FDEP and BCSTPP, if applicable.
6. Turtle Clause: If any of the activities take place on the beach sand, the event organizers shall ensure that a minimum buffer of 10 feet is kept clear around all marked sea turtle nests. All proposed event activities will stay clear of all active nests. There will be no activities adjacent to a nest that might directly or indirectly disturb the area within the staked circle.
7. Applicant will have small amplified sound system of a small speaker with a microphone faced towards the sea starting at 8:30 a.m.
8. The event sound systems shall be operated so as not to violate the Town's Code, including and especially Section 13-6, Noise Limitation. All amplified sound shall not start before 8:30 a.m. end promptly at 10:00 a.m.
9. Any change to the Site Plan must be presented for approval to the Town Manager at least 48 hours in advance of the event.
10. One (1) 10 x 10 canopy, one (1) 8 x 8' and four (4) 4 x 6 tables are approved in the event site area.
11. Two 2' x 4' directional signs (A1A at entrance to El Prado parking and one at El Prado Park).
12. All requirements of Fire Marshall and Building Official shall be met at prior to start of the event.
13. Documentation that the required restroom facilities have been ordered shall be provided at least 30 days prior to event.
14. Parking requirements have been identified, fees paid in advance and shown on site plan.
15. The Applicant shall provide a written notice, which has been approved by the Town, to all properties within 300 feet of the event site by October 2, 2019 for approval prior to distribution, and confirm in writing which properties have been notified.
16. Based on size of event and location, The Town Manager may require a damage and/or clean-up deposit and, if so, it shall be deposited with the Town at least two weeks prior to the event.
17. Clean up fee starting at \$150 will be charged if area is not cleaned to Town standards.
18. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
19. At least thirty (30) days prior to the event, the Applicant shall provide a Certificate of Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, and \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty (30) days written notice required for cancellation. Applicant shall also provide the insurance endorsement page for the policy, including the additional insured coverage.
20. The cost for any inspections or work required by the Town after normal working hours will be billed to the Applicant and paid prior to the event or, in the alternative, a deposit paid.
21. All monies owed to the Town shall be paid at least 30-days in advance of the event. There shall be no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past property owners or operators requesting the special event permit. A special event permit will not be issued until all outstanding debts to the Town are paid in full.

22. Upon showing by the applicant of a valid reason, the Town Manager may approve minor logistical or site plan changes that are consistent with the Commission's past policy direction on special events.
23. The Town Manager may suspend permission for this event due to failure of the Applicant to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.
24. 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.

Attachments:

[Agenda Memo.docx](#)

[SEA application Fall Beach Baptism 11-2-2019.pdf](#)



Town Commission Agenda Item Report

Meeting Date: May 28, 2019

Submitted by: Debbie Hime

Submitting Department: Administration

Item Type: Consent

Agenda Section: CONSENT AGENDA

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These requests are included as conditions below.

Recommendation:

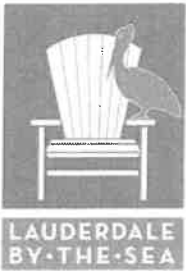
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Attachments:



SPECIAL EVENT APPLICATION

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

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

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

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

Name of Event: Community Christian Church Beach Baptism

Event Purpose, Description and Activities: Baptisms in the ocean

New Event ☐ or Returning Event ☒ Previous Attendance ☐

Day(s) and Date(s) of Event: Saturday Nov 2, 2019 & Nov 9, 2019
(weather reschedule if needed)

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

On the beach at EL Prado Park

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

Participants: 50 #Spectators 50 #Adult volunteers: 30

Please complete the following table:

Activity	Day	Time
Start of set-up:	11/2/19	7:00 AM
Start time of the Event:	"	8:30 AM
EVENT	"	
End time of the Event:	"	10:30 AM
Start of Clean up:	"	10:30 AM
Clean-up completed by: (Site restored to original condition)	"	11:00 AM

Name and address of host or sponsoring organization:

Is applicant a Non-Profit Organization?

YES NO

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

Person submitting Application ("Responsible Party"):

Name: Kent Mezger
Mailing address: 10001 W. Commercial Blvd, Tamarac, FL 33351
Phone: 954-724-7400 Mobile phone: 954-288-4399
Email: Kmezger@communityca.org Fax: 954-724-7474

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

Name(s):
Mailing address: Same as above
Phone: Mobile phone:
Evening phone: Fax:
Email:

Add information as necessary:

Will you have an event contractor or planner?

YES ☐ NO ☒

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

Name: Company Name:
Business Address: Company Email:
Phone Office: Phone Mobile:

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

Request for Town Involvement:

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

If yes, describe services requested, if any:

STATEMENT OF BENEFIT

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

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

(Insert here or denote if attached)

Full Description of Community Christian Church Beach Baptism

Saturday, Nov 2, 2019

(Weather Reschedule Backup Date: Saturday, Nov 9, 2019)

Location: On the beach at El Prado Park

Event setup will begin at 7:00 AM

- One 10'x10' canopy
- One 8'x8' canopy
- Four 6' folding tables
- Camera equipment
- 2 A-frame Directional signs

Event starts at 8:30 AM

- About 50 people will be baptized in the ocean
 - There will be about 20 onlookers

Event should complete by 10:30 AM and the beach cleared by 11:00 AM

FEES

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

YES

NO

If yes, provide details:

SOUND SYSTEMS

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

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

☒ Proposed amplified sound/speaker system:

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

☐ Planned recorded music

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

CLEAN EVENT STANDARDS

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

Please note that, except for very small events, all events shall provide a recycling plan and follow recycling requirements. See Recycling Requirements under Conditions. For more info email recycle@lbts-fl.gov.

Name the contractor or organization (including contact information) who is responsible for your Event's recycling:

Name:

Self

Email:

Address:

Daytime phone:

Mobile phone:

TENTS, CANOPIES, STAGES, BLEACHERS

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

A canopy is a tent without sides.

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

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

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

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

Tents: _____

Canopies: 2 one 10' x 10' + one 8' x 8'

Stages: _____

Bleachers: _____ list size and max load:

UTILITIES

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

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

Electrical Requirements:

Electrical work requires an Electrical Building Permit.

Generators over 5KW require an Electrical Building Permit.

A Florida Licensed Electrical Contractor is required to obtain permits.

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

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

Yes ☐ NO ☒

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

_____ Electrical power:

_____ Water:

_____ Gas, propane, BBQ grills, generators:

_____ Fuel Storage:

SIGNAGE

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

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

Are you requesting permission to erect signage for this Event?

YES ☒ NO ☐

For each sign please provide:

Description, number of signs, proposed dates, location, size of signs in square feet and letter size: Two A-frame Sign-A-Cades 4' x 2' with the church name and arrows directing people to the beach.

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

RESTROOMS (show on Site Plan)

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

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

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

Number of restroom facilities required by Town: TBD

Number of additional restroom facilities, and type, that will be on event site: 0
(Show on Site Plan)

STREET CLOSURES

Street closures may be required at the Event's expense

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

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

TRAFFIC CONTROL/BARRICADES

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

Please list your traffic control contractor, if applicable:

VEHICLES

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

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

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

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

EL Prado Permit Parking 7:00 - 7:30 AM

TRAFFIC CONTROL PLAN

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

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

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

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

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

OFF DUTY POLICE/CODE COMPLIANCE OFFICERS

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

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

YES

☒ NO

Do you anticipate needing code compliance officers for your Event?

YES

☒ NO

CONCESSIONS:

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

Are you planning to have any type of concessions?

YES

☒ NO

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

YES

☐ NO

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

Is the food free of charge _____ or for sale _____

Do all food vendors have a temporary food service permit?

YES

☐ NO

Please list the types of food that will be served:

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

Charcoal Grills _____

Sterno _____

Fryers _____

Open fires _____

Propane Grills _____

Refrigerators _____

Smokers _____

Hoods _____

Concession trailers _____

Warmers _____

LP Tanks _____

Other _____

Provide details of dispensing locations here and on Site Plan

ALCOHOL

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

Are you planning on selling alcoholic beverages at the event?

YES

☒ NO

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

YES

☐ NO

Provide details of dispensing locations here and on Site Plan

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

VENDORS

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

Name

Company

Vendor Type

ANIMALS

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

Are animals included in your event?

YES

☒ NO

If yes, please give details:

FIREWORKS

(Fireworks require a separate permit approval process and application)

Are you requesting approval to discharge fireworks at the event?

YES

☒ NO

SALE OF MERCHANDISE

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

YES

☒ NO

List items for sale:

RIDES

Rides or other amusement may require a State of Florida inspection

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

Are rides to be included in the Event?

YES

☒ NO

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

Mechanical/Electrical:

Inflatable (bounce house etc.):

Manual (slides, trampolines):

Other:

NO BALLOONS RELEASED

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

I agree no balloons will be released

KAM

FIRE WATCH or EMS ONSITE

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

First Aid facilities may be required by Town at Event's expense. Initial KAM

INSURANCE

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

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

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

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

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

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

☒ YES ☐ NO

EVENT CONDITIONS

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

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

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

1. Permission for this Event may be suspended or modified by the Commission, Town Manager or his designated Staff.
2. Turtle Clause: If any of the set-up will take place on the beach sand please avoid any marked sea turtle nests with a minimum buffer of 30 feet.
3. Setup of the Event will start at about 7 AM and the area will be cleaned and open by 11 AM
4. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Applicants shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving Event approval.

5. The Police Chief shall approve the Applicant's Maintenance of Traffic Plan (MOT), if one is required.
6. The Applicants shall submit a solid waste and recycling plan for approval at least 30 days prior to the Event to the Municipal Services Director. The Applicant shall provide additional waste receptacles and recycling bins. During the event as needed and at the end of the event, the Applicant shall empty all of the waste receptacles and recycling bins and pick up litter within the event site and 100 feet of the site.
7. All signage will be approved and permitted with Development Services at least 30 days prior to the event
8. All related Fire Marshall and Building Official's related requirements have been approved
9. Provide proof of additional restroom facilities ordered at least 30 days prior to event
10. The event and its approved sound systems shall be operated so as not to violate the Town's Code, including and especially Section 13-6, Noise Limitation. All music shall end promptly at ____ pm.
11. The event site shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered so as to not pose a hazard to the public or event staff, or will be battery operated.
12. Parking Requirements have been identified, fees paid and listed on site plan
13. The Applicant shall provide a written notice to all properties affected by this event by (date), (30 days in advance) for approval prior to distribution; and confirm in writing which properties have been notified.
14. Clean up Deposit may be imposed, based on the final Site Plan, and due two weeks prior to the event.
15. Clean up fee starting at \$150 will be charged if area is not cleaned to Town standards.
16. Final Site Plan must be presented for approval at least 48 hours in advance of the event.
17. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
18. A Damage Deposit may be imposed, based on size of event and location.
19. There will be no release of balloons at this Event.
20. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
21. Upon showing by the Applicant of a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special Events.
22. The Applicant shall meet the following minimum insurance requirements per Ordinance 2015-06, which may be modified by action of the Town Commission for a specific Event:
 - a) Prior to issuance of the requested permit, proof of commercial general liability insurance, whether through a single policy, or a combination of policies, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.
 - b) No required policy shall have a deductible or self-insurance retention greater than \$15,000.
 - c) All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance shall provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any Event, the Applicants shall be held responsible for providing the Town notice of any change in insurance coverage. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement shall be issued as part of any required policies. The Applicants shall provide an original certificate of insurance as evidence of continued coverage prior to any annual renewal of the permit. Failure

to comply with these requirements shall justify a denial, suspension or revocation of the requested approval by the Town Manager or designee.

- d) In the Event that control of any applicable Event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Applicant (the "sub-applicant"), the sub-applicant shall provide insurance and indemnification meeting the requirements of this Section under which the Applicant is applying, as if they were the Applicant and shall be held responsible for compliance with the Town Code as if the sub-applicant were the Applicant.
 - e) If applicable, at least thirty (30) days prior to the first Event, the Applicants shall provide a Certificate of Liquor Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage, which provides coverage for each Event authorized by this permit. The Certificate shall specify that the Town will be given at least thirty (30) days written notice of any cancellation.
23. In the Event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this Event shall expire unless the Town Manager finds there are extenuating circumstances that the Event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the Event, without increasing the administration costs of the Town.
24. Applicant shall owe no monies to the Town at the time of the Event. There shall be no past due fines, moneys, fees, taxes or other charges owed to the Town by the current or past property owners or operators requesting the special Event permit. A special Event permit will not be issued until all past due debts to the Town are paid in full.
25. The Town Manager may suspend permission for this Event due to failure of the Applicants to comply with the terms and conditions of the Town's permit, due to conflicting activities, for health or safety issues, or for the best interests of the Town.
26. The onsite Town representative may terminate an Event due to the Applicant not complying with the terms and conditions of the Town's Event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the Event site.

INDEMNIFICATION

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

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

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

PERMISSION OF THE PROPERTY OWNER

Applicant's and Property Owner's Certification

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

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

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

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

SITE PLAN DETAILS

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

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

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

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

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

Location:

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

Public Services:

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

Hazard/ Precautions:

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

Event:

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

Parking:

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

Code or Security Enforcement (paid by Event)

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

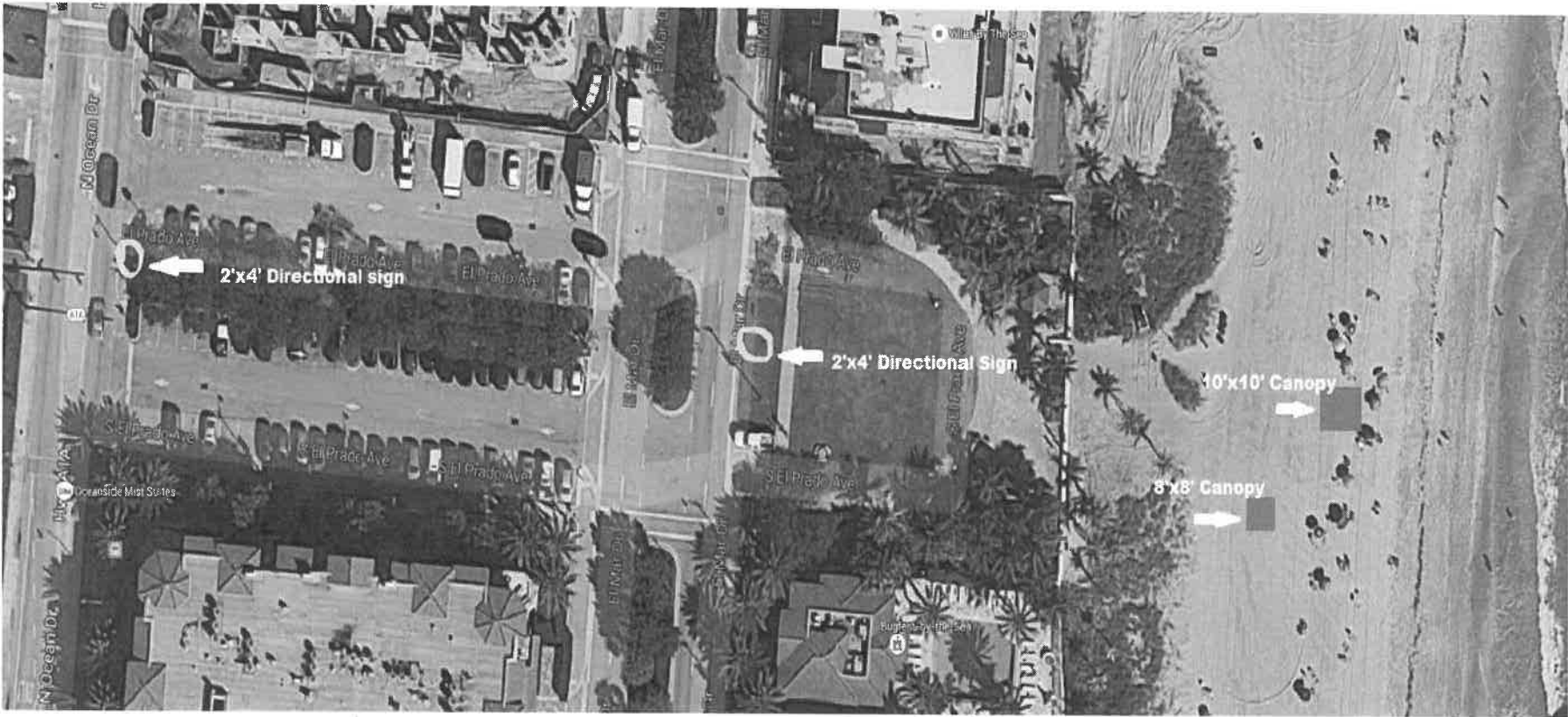
DETAILED SITE PLAN

See above for inclusion examples

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

See attached aerial map

El Prado Park Site Map





Applicant's Certification

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

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

I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.

Kent Mezger
Applicant's Signature (required)

4/9/19
Date

Kent Mezger, Associate Pastor
Applicant's Printed Name and Title/Organization

954-724-7400 ext 213
Telephone Number

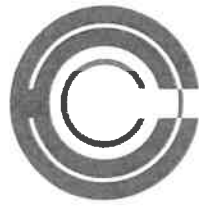
STATE OF FLORIDA:

COUNTY OF BROWARD:

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

Delhia E Hayward
Notary Public, State of Florida
My Commission Expires:





Community
CHRISTIAN CHURCH

Oct 1, 2019

Via U.S. Mail

Villas By The Sea Condominium Association, Inc.
4445 El Mar Dr.
Lauderdale-By-The-Sea, FL 33308

To Whom It May Concern:

Per our LBTS Special Event Permit, we have been asked to advise you that Community Christian Church will be holding a water baptism event on the beach just east of El Prado Park on Saturday, Nov 2, 2019. In the event of inclement weather, the event may be moved to Nov 9, 2019. We will begin setting up at 7:00 AM, followed by water baptisms in the ocean from 8:30 to 10:30 AM and will be all cleared out by 11:00 AM. We will leave no trace of our presence removing all trash as we go.

Should you have any questions, please feel free to contact me. Thank you for your understanding and cooperation.

Sincerely Yours,

Kent Mezger
Associate Pastor
Community Christian Church
kmezger@communitycc.com
954-724-7400 ext. 213



SPECIAL EVENT APPLICATION INFORMATION

For your event to be considered by the Town Commission, a **fully completed** application must be submitted **at least** 60 days prior to the date of the event.

This application is available in Word format at www.lbts-fl.gov/town/docs.htm. If possible please use the Word document and your computer to complete the application.

An application is not considered complete unless it includes:

1. A full description of the proposed event,
2. A detailed site plan (*very important!*),
3. All required documents, and
4. The application fee.

A meeting with Special Events Permitting is required before submitting a Special Event Application. Questions? Call our Special Projects Coordinator at 954-640-4200 or email debbieh@lbts-fl.gov.

Payment of Special Event Permit fee is required at the time of Application submission via hand delivery or by mail to:

***Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308***

A Special Event shall be approved by the Town Commission before an event is advertised to the public. A special event is defined as a concert, festival, race, walk, carnival, show, exhibition, parade, or any other similar outdoor event whether operated totally outdoors, on stage, under tents, or with the use of any temporary building or structure, ***to which members of the public are invited as participants or spectators.***

Please review the Town's special event requirements by clicking on: https://www.Special_Event_Requirements
Or download a copy of the Special Event Requirements from our website and review them before submitting your application.

Important to remember:

1. Your event is approved by the Town Commission with "Conditions" that must be met or your event is cancelled. READ and understand the Conditions. *Talk with us if you have questions.*
2. You are responsible for securing and paying for all fees, licenses, and permits required by any governmental agency having jurisdiction, providing the Town evidence of all required insurances, and providing evidence of organization and/or charity.
3. You have to file all of the required documents shall be provided not later than 30 days prior to the event date or the event authorization terminates (unless prior arrangements have been approved by Town).
 - a. Insurance
 - b. Vendor lists and licenses
 - c. File site plan

4. Parking is limited in Lauderdale-By-The-Sea, and will be a consideration when approving your event.
5. You may have to obtain permits from the Building & Fire Departments to meet Florida Building Code and Fire Code standards.
6. You are responsible for securing and paying for all fees, licenses, and permits required by any governmental agency having jurisdiction.

I (Applicant) have read and fully understand the above:



Signature of Applicant

Print Name: Kent Mezger

Event Name: Fall 2019
Beach Baptism



Town Commission Agenda Item Report

Meeting Date: May 28, 2019

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Report

Agenda Section: OLD BUSINESS

Subject Title:

FY 19 Action Plan Status Report

Explanation:

The Town of Lauderdale-by-the-Sea continues to stay authentic, protects our small-town character and provide a high level of personalized customer service that is improving every day.

Our local government services are being delivered efficiently in an open and honest manner as we continue to witness healthy economic environments existing here throughout 2019.

Lauderdale-by-the-Sea's active regional memberships remain vibrant based upon LBTS Commissioner representatives staying active on Broward County Transportation (MPO), elected officials (League of Cities), and environmental (Coastal) boards and committees.

Mayor and new TM are working together to continue to maintain positive and productive relationships with the offices of our County Commissioner Lamar Fisher and State Representative Chip LaMarca to support and assist their efforts to redirect qualifying County and State grant resources to LBTS.

LBTS officials currently working with State Representative LaMarca and our Tallahassee lobbyists to prepare mid to late 2019 efforts to secure anticipated State grant opportunities related to beach clean-ups in and out of the water. Beach nourishment efforts also remain at the forefront of beach priorities.

LBTS surveying efforts related to Seawall maintenance and fortification responsibilities set to initiate this summer in northern LBTS subdivisions in areas of related concern being expressed to identify ownership.

Due to recent and apparently successful efforts of LBTS Development Services Director, old parking contracts on South El Mar are being activated to provide renewed pre-development parking opportunities at Old Holiday Inn site and across street. Pay-by-Phone arrangements are being coordinated for this area.

LBTS is waiting on the arrival of a new shuttle bus. It will arrive upon the successful construction of County refueling stations. TM arranging meeting with County to discuss how to expedite.

Summer 2019 Development Services Director and TM contracting walkability study. 20k in 2019 budget.

Summer 2019 TM and Public Services Director plan to activate 2019 sewer line/lining action plan.

Recommendation:

Provide direction as appropriate

Attachments:

[Agenda Memo.pdf](#)

[Ex1 FY19 Action Plan 5-28-19.docx](#)



Town Commission Agenda Item Report

Meeting Date: May 28, 2019

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Report

Agenda Section: OLD BUSINESS

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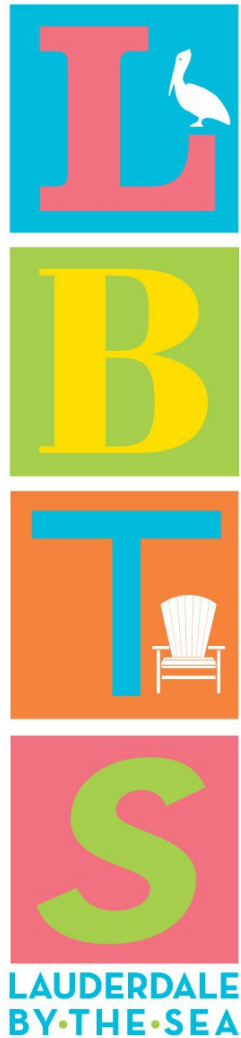
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Attachments:



FY 2019 ACTION PLAN

Town Commission

Mayor Vincent

Vice Mayor Sokolow

Commissioner Strauss

Commissioner Oldaker

Commissioner Malkoon

The Town of Lauderdale-By-The-Sea's Five Year Strategic Plan is the means by which we measure our progress towards attainment of our vision and goals. The annual Action Plan is the foundation when we develop each year's budget and the five year capital plan, and during the year when we prioritize resources and staff time.

Vision & Mission Statement

VISION: By 2018 Lauderdale-By-The-Sea will have accomplished something rare. While staying authentic and protecting our small town character, we will have given the Town the facelift it needed to stay economically competitive and fiscally sound. Gorgeous beachside plazas will be the heart of the community's social life. All the features that residents and visitors love – the relaxed, village atmosphere, the easy walkability of the Town, the many dining choices, retail offerings and traditional festivals – will have been improved and expanded. The hospitality industry will have been reinvigorated and the Town widely known as an amazing shore diving destination and for its distinctive MIMO architecture. In a world where one city looks like another, Lauderdale-By-The-Sea will be uniquely different.

MISSION: The Mission of the Town of Lauderdale-By-The-Sea is to deliver local government services efficiently, effectively, transparently, and with integrity; to be responsible and careful stewards of the public's money; to provide leadership for the protection and enhancement of the Town's essential character, natural resources, and economic vitality; and to foster and be respectful of positive public participation in the work of governing this Town we love.

Adopted February 26, 2013 by the Lauderdale-By-The-Sea Town Commission

Commission Policies

1. Keep the Property Tax Rate in the lowest quartile (lowest 25% of all cities). [Town has 3rd Lowest Rate in FY19]
2. Keep the Fire Fee in the lowest quartile (lowest 25% of all cities). [Town has the lowest in FY19]
3. Pay as we go (to the extent possible).
4. Continue the Town staff's tradition of personal attention to residents and businesses.
5. Be an active member of the Broward League of Cities and the Florida League of Cities and monitor legislation that will affect the quality of life of our residents.
6. Preserve/protect LBTS's appearance, visual character and culture (small town, beachy).
 - a. Maintain and expand ocean views;
 - b. Protect the LBTS brand and apply it (in terms of colors, style, and scale) to street furniture, banners, public buildings, parks, plazas, and advertising and marketing materials;
 - c. Ensure that public building projects are appropriately scaled for their surroundings and the Town as a whole;
 - d. Make the compatibility and scale of a project to the surrounding area a crucial consideration of any site plan reviews or architectural reviews;
 - e. Provide restoration or preservation suggestions to property owners who are redeveloping Mid Century Modern (MIMO) properties; and
 - f. Preserve when possible and encourage the restoration the Town's historic mid-century architectural style.

AREA 1: SUSTAINABILITY ● RESILIENCY ● ENVIRONMENT

Goal 1.1: Protect the beach.

1.1.1 Continue sea oat planting projects wherever feasible and where the adjacent property owner(s) agrees to the project. Add native plants and remove invasive plants whenever possible. (Ken Rubach)

1. Apply for County Grant to plant additional sea oats.
2. Repair sea oat beds damaged by Irma.

10-23-18: An area of Invasive plants removed at Villa By The Sea - waiting for Turtle season to end to reshape dune and plant sea oats

2-14-19: 75% of invasive has been removed. 50% of the replacement Sea Oats has been planted on the southern end. Dunes at 4244 & 4228 El Mar have been prepped and will have sea oats planted the last week in February.

1.1.2 Create a beach management plan, including a budget and timeline. (Ken Rubach / Linda Connors)

2-14-19: City of Hollywood will be coming out in March to take a look at our dunes and discuss our strategy for dune reclamation and implementation to use as a model in developing their beach management plan. Municipal Services and Development Services are having ongoing discussion regarding the creation of a formal beach management plan.

Goal 1.2: Protect existing coral reefs and develop new ones. Staff: Steve d'Oliveira

1.2.1 Acquire and review reef monitoring reports from the Segment II beach nourishment project and any other legitimate sources.

6-20-18: Broward County has not released a narrative summary of the biological report. The delay is because Broward County wanted to avoid picking up hurricane impacts in the monitoring.

2-15-19: The County informs us that the biological report is not finished.

1.2.2. Coordinate with County on their mitigation reef project stemming from the Segment II beach re-nourishment. The County plans to deploy 9 acres of concrete reef modules in 20 feet of water north and south of the pier. The commission was briefed on this project at a meeting about a year ago. The project will provide substantially more underwater habitat for a variety of Florida marine life. 9-26-18: Because of the bid protest, the County has decided to re-bid the entire project. If it can award a contract before the end of the calendar year, deployment is expected to take place in summer 2019. If not, the project will be delayed until summer 2020. 2-22-19: The county has rebid the project, but another bid protest is expected. Possible earliest deployment is late this summer. Maybe.	
1.2.3 Provide the Commission periodic reports from Nova Southeastern University (NSU) on the survival and growth of the transplanted staghorn sites off LBTS in 2016 and 2017. More than 2,000 staghorn coral fragments were planted offshore at several different sites. 9-26-18: Dr. David Gilliam from Nova Southeastern gave presentation to the Town Commission. Documented damage from Hurricane Irma.	
1.2.4 Fund Phase II plantings of the NSU staghorn coral project in LBTS. 9-26-18: Commission approved new contract for a second staghorn restoration project - the 5-year project will provide funding for 2,000 more staghorn fragments to be attached to the reefs off LBTS over the next two years with three years of monitoring. 2-22-19: The next round of planting is scheduled for the spring.	
1.2.5 Implement a limestone boulder project to create new habitat for tropical fish that can be easily accessed by snorkelers. The proposal calls for placing several tons of limestone boulders in 12 feet of water off El Prado Park close to swim buoys. 1) Apply to the Florida DEP for a permit for the project. FY17-18. Also apply to the U.S. Army Corps for a permit for the project. 2-15-19 The Commission recently adopted a resolution asking Broward County to handle filing the needed permit forms for this project (we do not). 2-22-29: The county did receive our resolution requesting assistance in filling out state and federal permits. 2) Secure funding and propose in the FY18 Capital Improvement Plan (determine which year) FY____ Status: \$30,000 included in FY18 CIP and \$30,000 projected for FY19. 3) Design, bid and build. TBD	

Goals

Update

1.2.7 Educate the public about the environmental importance of the reefs, their fragility, and threats to them. Ongoing Newly designed beach signs have been ordered (the prototype is installed at in El Prado Park). A reef education feature article will be included in an upcoming issue of Town Topics in 2019. 2-22-19: Steve is working in on a new beach map for the Datura Avenue portal showing Anglin's Reef, the snorkel trail and marine life.	

Goal 1.4: Proactively Address Local Sea Level Rise Issues

1.4.1 Evaluate seawall standards and recommend ordinance (Linda Connors) 9-26-18: Collecting recent seawall ordinances. Waiting for County and Corp of Engineers' study. 10-23-18: Municipal Seawall Workshop on Nov 16, 2018. Staff will attend.	
1.4.2 Evaluate creating a Stormwater Utility. (Town Engineer, Kathie Margoles & Tony Bryan) Status: This is a discussion topic at the April 24th workshop. We will present the information about what is involved in creating a Stormwater Utility (the Town use to have one). 5-8-18: Commission authorized the preparation of an RFP for a stormwater rate study. 3-22-19: The Draft RFP has been completed but not sent out.	

AREA 2: PARKING & TRANSPORTATION

Goal 2.1: *Improve our Parking System* Staff: To be assigned

2.1.1 Create additional public parking. Ongoing

- i. Look for underutilized private parking that may be suitable for a cooperative parking arrangement with the Town.
- ii. Evaluate, and if appropriate, create small spaces to accommodate small electric vehicles (NEV).

Looking to increase NEV parking on the north side when we do the Greenway Project.

- iii. Evaluate, and if appropriate, install charging stations for electric cars.

3-27-18: Staff's preliminary research revealed that communities who offer electric car charging stations (a) charge for the use of the parking space and not the electricity, (b) charge for the electric and not the parking space, or (c) provide the space and electricity at no charge to the user. Staff will also consider the feasibility of installing a separate meter for each charging station to track kilowatts and revenue generated.

2.1.2 Implement a system that notifies the driving public of available parking spaces.

- i. Analyze the cost of the technology to identify and display available parking spaces in lots.
- ii. Decide whether to proceed to Requests for Proposals

2.1.3 Evaluate the need for a parking shuttle on Friday evenings, Saturdays (day & night), and Sunday (day & night) during season to determine cost, utilization and impact on parking perceptions and utilization. FY19

2.1.4 Renovate the A1A parking lot and Bougainvilla Drive. Ken Rubach and ____ (to be assigned)

9-26-18: Construction of Phase 1 is underway and is expected to be completed by December 31, 2018

10-23-18: Phase 2 contract is awarded to State and they will start in spring 2019.

2-14-19: Design Plans are currently being reviewed after State made some value engineering suggestion; start date still this spring/summer.

AREA 2: PARKING & TRANSPORTATION

Goal 2.2 Evaluate the Town's Transit Services.

- 2.2.1 Evaluate public transportation options and report to Commission: (Debbie Hime and Tony Bryan)
- i. Identify the current services. (Broward County Transit (**BCT**), Sun Trolley, Pelican Hopper)
 - 3-22-19: Sun Trolley has suspended services until further notice while they review transit options around the Galt and other service areas nearby. Their status remains the same.
 - Broward County is studying their bus routes and their recommendations will be in BCT's September 2019 general bus route update.
 - BCT has advised that they expect to start reimbursing Town via the new penny surtax starting in FY20.
 - iv. Evaluate options to improve the efficiency of the Pelican Hopper (hours, route, and frequency).
 - 9-26-18: We held our first public meeting with BCT in May, and another public meeting will be schedule once BCT staff has reviewed the May public input (est. Oct 2018).
 - 3-19-19: BCT has provided their recommendations for the Pelican Hopper route. Town is holding a Public Input Meeting on March 27 and the input from the meeting and the route will go before Commission at the April 8 meeting.
 - v. What alternative services could be offered? (door-to-door, ridesharing or ____?)
 - 9-26-18 Research on alternative services and related costs will begin in early 2019
 - 3-19-19 Reviewing eco-friendly alternatives currently being tested in Fort Lauderdale and Miami (e.g., FreeBee), including whether they are ADA compliant.

Goal 2.3 Reduce cut-through traffic in residential neighborhoods through the use of traffic calming initiatives in neighborhoods.

- 2.3.5 Analyze results and determine whether to continue on a more permanent basis. (Tom Palmer, Ken Rubach, & Traffic Engineer) FY19
- 1-22-19: Commission approved the purchase of digital speed signs to be deployed on Commercial Blvd to measure and address speed complaints.
 - 2-14-19: Two semi-permanent and one portable speed sign have been ordered for Commercial Blvd. A radar equipped, LED stop sign with warning lights was erected at SB Bougainvilla Dr and Hibiscus. Since the sign has been installed, we have received positive feedback from the public and staff. A meeting was held with the residents of Imperial Lane to discuss some ideas for traffic calming.

AREA 2: PARKING & TRANSPORTATION

Goal 2.4: Reduce traffic, pedestrian, and bicycle violations through increased traffic enforcement.

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| 2.4.1 | <p>BSO will determine areas with the highest incidence of violations and develop a traffic enforcement strategy for those areas. Ongoing BSO utilizes traffic counter devices, speed trailers, message boards and selective traffic enforcement in various areas throughout the town to determine the scope and type of violation(s) (e.g. pedestrians, bicycles, or vehicles). BSO examines traffic crash and traffic citation data to properly respond to traffic issues. Command Staff will work with BSO Grants to apply and receive grant funding when applicable to address traffic issues.</p> <p>02-04-19- The Town of Lauderdale by the Sea was not awarded grant funding for FY 18/19 due to not having an intersection that ranks at the top 20% for pedestrian/bicycle fatalities and reported injuries. LBTS participated in the 17/18 High Visibility Enforcement Grant and issued 3,137 verbal warning, and 318 written warnings and traffic citations and a total of 8,239 educational contacts.</p> | |
| 2.4.2 | <p>Implement enforcement strategies and measure results.</p> <p>November 2018-January 1, 2019 on duty deputies conducted selective traffic enforcement along main corridors (Commercial Blvd, and arterial streets (e.g. Bougainvillea Drive, Sea Grape Drive, and El Mar Drive)). As a result, deputies issued 100 Uniform Traffic Citations and 97 written warnings to motorists.</p> | |
| 2.4.3 | <p>Analyze results and report to the Commission. (Tom Palmer) Semi-annual</p> <p>Pending for April meeting</p> | |

AREA 3: PRESERVE THE LBTS WAY OF LIFE

Goal 3.1: Preserve the Town's history. Staff: Linda Connors

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| 3.1.2 | <p>Develop historic information markers or boards. FY17 – FY 21 ongoing</p> | |
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AREA 3: PRESERVE THE LBTS WAY OF LIFE

3.1.3 Print a mid-century (MIMO) walking tour map of the Town's commercial district and provide it to hotels, Visitors' Center, and other suitable distribution points. FY18

3-26-19: Linda is currently drafting the content for the map; and then our branding artist will create a concept for the map.

Goal 3.2: Maintain and improve the walkability of the Town. FY17 Highest Priority / FY18 Highest Priority

3.2.1 Advocate an El Mar Greenway project design that emphasizes pedestrian needs and a safe pedestrian environment. Staff: Bud Bentley
Amenities to include pedestrian lighting along the pathway and sidewalks, shade trees, shaded seating areas, trash containers, and doggie sanitary stations.

10-23-18: Staff recently met with FDOT and the design engineer to finalize the typical cross section. Staff is scheduling a meeting with a firm that does mark ups of

3.2.2 Prioritize aspects of the Greenway design for which MPO/FDOT grant funds are not available and apply the remaining reserve for El Mar pedestrian improvements to fund those priorities. Then determine whether remaining priorities will be funded from another source. FY18

9-26-18: A Local Funding Agreement for design services was approved.

3.2.3 Develop a Walkability and Bike Master Plan for the main streets in Town. Staff: Linda Connors

The FY19 budget includes \$20,000 to develop the plan.

2-26-19: Staff is drafting RFP for release in March

AREA 4 - INFRASTRUCTURE IMPROVEMENTS

AREA 4 - INFRASTRUCTURE IMPROVEMENTS

Goal 4.1: Improve Neighborhoods. Staff: Linda Connors and Ken Rubach

4.1.1 **Neighborhoods Plans.** Work with neighbors that want to create a plan to improve their neighborhood. Elements of the plan may include streetscape, swale restoration, sidewalks and streetlights.

4.1.2 **Convert FPL streetlights to LED.**

2-14-19: Lighting fixtures have been selected. FPL is stating these conversions will happen in the Summer/Fall this year.

Goal 4.2: Address Stormwater Flooding. FY17 Highest Priority / FY18 Highest Priority Staff: Ken Rubach

4.2.1 Promote the merits of swale restoration. Ongoing
6-26-18 Staff completed 3 swale restorations in FY18 and would like to offer trees to encourage people to have their swales restored. We will schedule for Commission approval.

4.2.2 Commission to provide direction on funding for projects in the annual CIP.

4.2.3 Undertake street drainage projects in accordance with set priorities and CIP funding. FY18 – FY 21
9-26-18: Commission directed staff to meet with the Terra Mar neighborhood and then to schedule the Mathews' Work Authorization for the design of East Terra Mar.
1-12-19: Staff and Mathews presented at a neighborhood meeting. Staff preparing an agenda item for February 26th meeting.

4.2.4 Consider mandating the use of pervious materials in driveway and parking lot construction for new development or substantial redevelopment. FY19

Goal 4.3: Develop Concepts for a Town Hall/Public Safety Complex. (FY17 Highest Priority)

4.3.1 Develop multiple conceptual site plans and building design illustrations. Completed FY17

AREA 4 - INFRASTRUCTURE IMPROVEMENTS

4.3.2 Get resident and Commission reaction to the site and building concepts. Completed FY17

4.3.3 Develop cost estimates to implement the most favored plan. TBD

4.3.4 Identify possible funding sources (FEMA, MPO, etc.) for portions of the plan for which grants might be obtained and outline grant requirements. FY18

4.3.5 Commission direction on follow through on the plan. FY18
4-24-2018: The Commission placed this project on hold.

Goal 4.5: Sewer Restoration Staff: Ken Rubach

4.5.1 Evaluate a lateral lining program. TBD

AREA 5: ECONOMIC DEVELOPMENT

Goal 5.1: Promote the Hotel Hospitality Sector. FY17 & FY18 Highest Priority Staff: Linda Connors

5.1.1 Fast track development reviews for hotels. Ongoing

5.1.2 Actively seek code compliance and renovations from owners of distressed hotel properties so all properties are a positive influence on the LBTS tourist economy.

The Thunderbird (4521 N Ocean) was cited for property maintenance issues and the case was heard by the Special Magistrate at the April 26, 2018 hearing. Compliance is required by May 22nd or fines will begin to run. This property already has fines running for the lack of maintenance on its sign. These fines totaled \$730,000 as of May 2nd.

6-20-18: The new case for property maintenance was issued after the property went into foreclosure. While the fines have been certified and are running for noncompliance, it is the Town Attorney's opinion that they will not be enforceable due to the foreclosure action. The previous fines for the maintenance of the sign and maintenance issues have been reviewed by the Attorney and have been deemed enforceable.

AREA 5: ECONOMIC DEVELOPMENT

9-26-18: Violations for maintenance of electrical fixtures, plumbing, exterior paint, and trash cart maintenance were brought to compliance during June and July 2018. Otherwise, daily fines continue to run at a total rate of \$450 per day.

10-23-18: The owner requested an inspection on September 28, 2018; at that time the Inspector found the Trash & Litter violation was in compliance. Fines of \$300 per day continue to run for structural disrepair and sign maintenance.

2-26-19: The property is in foreclosure.

Eastward Strands (4321 – 4341 El Mar Drive) has been cited for property maintenance and work without permits and was scheduled for the May Special Magistrate hearing. After being cited, the property owner representatives met with staff, hired an architect and are in the process of developing plans for the renovation of these buildings. They have also told staff that the hotel will be closed in June for renovation. Because of these actions, staff has rescheduled their case to the July 26th Special Magistrate hearing.

6-20-18: The property has closed and a dumpster to begin cleaning the site has been ordered. To date, no building permits have been issued for the renovations.

9-26-18: The property representatives appeared before the Special Magistrate on July 26th. Subsequently, the landscape and pool on the property have been maintained (including boarding of the pool) to prevent further nuisance. Eastward Strands originally told staff that they would submit their application for Architectural Review and site plan on August 24th. They then said that they would submit on September 7th. They have not submitted their plans, and they have not contacted the Town staff for a new submittal date. The property is scheduled for the September 27th Special Magistrate meeting, at which the Town will ask the Special Magistrate to approve a stipulated agreement including a timeline for completion of the project. Status hearings will be held at intermittent points to ensure that the project is moving forward at an acceptable pace.

10-23-18: Eastward Strands submitted site plan modification, architectural review and unity of title applications on September 24, 2018. The site plan was found to be incomplete. The property representatives then appeared before the Magistrate at the Code hearing on September 27. The Magistrate set a deadline of November 1st for a list of items to be completed, or a fine of \$100 per violation per day would begin to accrue for each of the 7 code cases. A number of the stipulated items have been completed. They have applied for and instituted the BSO Trespass Program, have established a parking lot use agreement with the Town, and are in the process of lighting the area to increase nighttime safety.

2-26-19: The property is fenced and the Town is providing public parking. Eastward Strand has changed its name to Seaside Villas. They submitted plans to renovate the property, which requires an administrative site plan amendment and architectural review. Architectural review has been approved. We are in process of reviewing the site plan amendment application.

3-26-19: The comments were sent to the applicant on 2/28. Responses have not yet been received. The review includes an increase in legal units from 28 to 30. Because of the increased intensity, the site plan will be reviewed by the Planning and Zoning Board and

AREA 5: ECONOMIC DEVELOPMENT

Commission.

Tropicaire Hotel (4553 Bougainville Drive) was cited for density violations and work without permits (They currently have 16 units – 9 of these are legal and the other 7 were created by dividing existing units without permits). They are scheduled for the July 28th Special Magistrate hearing.

6-20-18: The property owners have met with staff to get an understanding of the density, work without permits and other maintenance violations on the site.

9-26-18: At the July 26, 2018 hearing, the Special Magistrate ordered a Continuance to the September 27, 2018 hearing regarding the density violations at the property. The applicant has hired an architectural firm to address the density issues. They met with Development Services staff in late August to discuss options for the property. Staff comments on a preliminary plan have been sent to the architect. The architect is working on a submission for a Site Plan Amendment. The Magistrate ordered compliance of the property maintenance violations by August 27, 2018; the maintenance violations were subsequently corrected as ordered. The cited Work without Permit violation was corrected prior to the hearing.

10-23-18: At the September 27, 2018 Code hearing, the Magistrate ordered a Continuance to the October 25th hearing. Town Staff has heard nothing from the owner or architect since our last meeting with the owner on September 25, and intends to request that the Magistrate issue a Final Order at the October 25 hearing.

2-26-19: This site plan is scheduled for approval on the Commission's 2-26-19 agenda.

3-26-19: The Commission approved the site plan at the last meeting.

Sea Garden Hotel (4633 North Ocean) is another hotel that creatively added rooms without permits. The property owner has been working with staff and has submitted a site plan amendment application to address these issues. The site plan is scheduled for the June 6 Planning and Zoning Board meeting and may be on the Commission June 20th agenda. If approved, they will apply for building permits that will resolve their violations.

6-20-18: The Town Commission approved the site plan amendment for the Sea Garden Hotel at their June 12, 2018 meeting.

9-26-18: Staff is awaiting submission of a building permit application from the architect to update the property and address the density issues. We anticipate submission in October.

2-26-19: We have yet to receive a building permit application to correct the issue. Code has cited the property for work without permit and too many units.

4605-4609 By The Sea (4605-4609 North Ocean) Staff has found extensive code violations including fire and building violations. The case is extensive and staff is reviewing all of the violations and expects to schedule this case for the August Special Magistrate hearing.

AREA 5: ECONOMIC DEVELOPMENT

9-26-18: Numerous code violations for property maintenance are scheduled to be heard at the September 27, 2018 Special Magistrate hearing. A follow-up inspection with the owners of the property was conducted on September 14, 2018, at which time a large number of the violations were complied. The Code Inspector has discussed the remaining issues at length with the owners and they have agreed to make certain corrections prior to the September 27, 2018 hearing in order for the Town to be amenable to a Continuance to provide additional time to resolve the more time-consuming violations.

10-23-18: The majority of the code violations have been corrected. On October 2, 2018 the Building Official and Code Inspector met with one of the owners regarding the largest remaining maintenance issue, unusable connecting doors. The owners subsequently engaged a contractor who submitted a permit application to correct the violation. A status hearing is scheduled for October 25, 2018, but if progress continues diligently the Town will remain open to the owners requesting additional time to comply before a Final Order is requested.

Goal 5.2: Assist in making business viable on Commercial Boulevard west of Bougainvilla Drive.

5.2.1 Install festive lighting in the Commercial Boulevard plazas. Staff: Ken Rubach

Install additional electrical outlets at the base of the plaza trees so additional lighting can be installed. FY19

5.2.2 Experiment with additional ideas to increase foot traffic.

3-26-19: We are reviewing and considering testing an idea to enhance the area to become its own “destination.” Review with staff and then presentation to Commission for consideration at a May 2019 meeting.

Staff: Debbie Hime

5.2.3 Consider code changes for temporary sale banners, outdoor displays, etc. Staff: Linda Connors FY18

3-27-18: Staff is researching new window and outdoor display policies for the West Commercial District businesses for Commission consideration, such as A-frame sidewalk signs in our beach colors to complement the Adirondack chairs.

3-26-19: This will be discussed as part of the planned downtown workshop.

Goal 1.3: Become a National Wildlife Federation Community Habitat

Staff: Steve D'Oliveira

COMMISSION ASSIGNMENTS		Update
6.4	Improve Signage to Identify Parking Lots (To be assigned)	
6.8	9-26-16, Mayor Sasser: Evaluate parking needs for the West Commercial Business District. (revised 11-28-17)	On Hold
6.9	9-26-16, Vice Mayor Brown: Town Hall parking lot: Evaluate new landscape along sidewalk replacing the bushes. It is an outdated look and the bushes block the view to safely pull out on to A1A (height of bushes was reduced). (Ken Rubach)	
6.12	10-25-16, Commissioner Vincent: Evaluate the Town offering window covering paper (start with Courtesy Notices for code violations) (Linda Connors) 3-27-18: We have tested a few options for the public and will be presenting a recommendation to the Commission this spring.	
6.13	10-25-16, Commissioner Vincent: Have P&Z evaluate changing the code to provide additional time (6 months or so) before wall signs on a vacant building have to be removed. Confirm that the code requires patching and painting to match existing building. (Linda Connors)	
6.14	Marina: Report the progress of the Marina to comply with Town Code. (Linda Connors) 10-23-18: The marina amended site plan and conditional use applications were heard by the P&Z on October 17, 2018 and are expected to be scheduled for the Commission meeting of November 13, 2018. 11-13-18: The Commission approved site plan, marina mooring area, and conditional use. 12-11-18: Commission ratified the Development order from the 11-13-18 decisions. 1-8-19: The Commission approved the Partitioning Agreement. Closing by February 28 th 2-26-19: The Marina owners have met with staff several times to review proposed plans for the upland property. They anticipate submitting a site plan application to the Town early summer.	

FY19 Action Plan

- 6.25 11-28-17: FDG south property: report on progress of the development. (Linda Connors)
- 3-27-18: On January 19th, Florida Development Group released Hospitality Ventures Management Group from the Ryf Project (4116 Ocean and 4108/4110 El Mar) and listed the properties for sale.
- The blue tarp has been removed from the “restaurant building” and the wall fixed however, the buildings continue to be in violation of certain Town codes related to maintenance that were presented to the Special Magistrate at the March 22, 2018 meeting with a compliance required in advance of the April Special Magistrate meeting.
- 5-22-18: On May 4, 2018, the code violations for maintenance that were presented to the Special Magistrate at the March 22, 2018 meeting were brought into compliance. A new notice for violations of landscape maintenance and parking lot maintenance was issued on May 8th. A site-walk through with the contractor and the code inspector occurred on May 15, 2018. The violations have yet to be complied and are scheduled for presentation to the Special Magistrate at the June 28, 2018 meeting. On August 29, 2018, the May 4th code violations for landscape maintenance and parking lot maintenance at the west property (4116 N Ocean Drive) were brought into compliance.
- 9-26-18: On June 13, 2018, a Notice of Violation was issued regarding fencing down along the north side of 4110 El Mar Drive. This property was brought into compliance on June 23, 2018, prior to a Hearing.
- On July 19, 2018, a Courtesy Notice was issued for overgrown grass on the east properties, 4108/4110 El Mar Drive. This violation was complied on August 6, 2018.
- On September 15, 2018, a Notice of Violation was issued regarding loose debris and materials on the roof at the west site. The violation is scheduled for the October 25, 2018 Special Magistrate meeting.
- 10-23-18: On October 11, 2018, the Code Inspectors conducted an inspection of the roof with the property manager and found the debris is still there. At the upcoming October 25 Code Hearing, the Town will request a Final Order to require removal of the hazardous roof debris before the November 15 hearing. The pool board-up was observed to be deteriorated as well; this will be cited separately.
- 2-26-19: The Commission voted to foreclose on all FDG properties with liens – this currently includes 4116 Ocean Drive and 4108/4110 El Mar Drive (Villa Caprice). At their January 22, 2019 meeting, the Commission agreed to stay the foreclosure litigation for 30 days (March 1st). If a contract is executed, then there are an additional 120 days for the sale to be executed. If no contract is entered or if it is cancelled, FDG would have 20 days to prepare their response to the foreclosure action. FDG is in process of demolishing Villa Caprice structures.
- 3-26-19: The Commission approved an extension to the foreclosure to allow time for the new property owners to develop and submit a site plan and a mitigation application. The next deadline for the contract holders is June 17, 2019 when the buyers are required to submit the mitigation and site plan applications to the Town.

FY19 Action Plan

6.27	12-12-17, Mayor Sasser: Requested staff to suggest ways to help smaller businesses on west Commercial with the expense of sidewalk cafes (allow quarterly operation etc.). Staff to evaluate possible conflicts in the sidewalk café code (Linda Connors). 3-26-19: Staff has drafted an ordinance and it is currently being reviewed by the Town Attorney.	
6.31	4-10-18, Commission Malkoon asked that the Town evaluate the condition of the seawall on Bel Air Drive (SE 15th Street), which is owned by the Palm Club, Leisure Gardens and the Town.  6-20-18: Staff has received an evaluation of the seawall on Bel Air Drive and has asked for a surveyor to mark the areas in which the Town has ownership. Once this is complete, we will ask the seawall contractor to update the report to identify the condition of the seawall that is Town-owned. 9-26-18: Advised the Palm Club of their ownership. Met with the Palm Club and Leisure Garden representatives on September 27th.	
6.31	4-10-18 Commissioner Strauss asked that we request FDOT to conduct a safety studies of the Commercial Boulevard and West Tradewinds intersection. This would also include the concepts to relocation the west to south turn lane on Commercial at this intersection. (see staff project No. 3)  5-22-18: The Town Engineer sent the request for a traffic safety study to FDOT on April 24 2018. In addition, this project was submitted to the MPO for a TIP project on 4-27-2018.	
6.32	Terra Mar Bridge Improvement (Ken Rubach) 7-24-18: Interlocal Agreement with Pompano Beach approved by Commission. COPB in CCNA process to select design engineer.	
6.35	5-22-18: Commissioner Strauss to work with staff regarding the possibility of drafting an ordinance to allow water taxis in Town, Commission would like to staff to reach out to residents and businesses. 9-26-18: Public Input was held at the Commission meetings of 7-24-18 and 9-12-18.	Complete

FY19 Action Plan

6.38	9-26-18: Commissioner Oldaker requested staff to check street striping though out Town and replace when appropriate. (Ken Rubach)	
6.39	9-26-18: Commissioner Malkoon requested staff to look into the entrance to A1A Lot. (Capt. Palmer) No change.	Completed
6.41	9-26-18: Commissioner Oldaker requested the landscape in the south entrance median be upgraded. (Ken Rubach) 2-14-19: Staff is in the process of developing a landscape plan to upgrade the median.	
6.42	10-9-18: Commission Struss asked if the Town could change its practice and allow Pay by Phone to accept AMX credit cards (Tony Bryan)	Completed
6.43	10-23-18: Commission asked staff to prepare a Town Election Day Procedure Policy and report in the TM report (Tedra Allen).	
6.45	1-8-19 Agenda Item 13.b: Schedule a workshop on the sign code issues discussed at the 1-8-19 Commission meeting. (Linda Connors, Town Attorney)	
6.46	1-22-19 Agenda Item 13.a: Expand the workshop requested on 1-8 to include a discussion on the use of the sidewalk (musicians), the increase in outdoor music downtown, and special events (not really special events just business expanding into the ROW).	
6.47	2-12-19 Agenda Item 5.c: Girl Scout Troop 10171 Presentation. Commission motion to have staff draft an ordinance banning plastic straws in LBTS (Kathie Margoles) 3-26-19: 1 st reading passed at 3/26 meeting. Second reading to be scheduled after Legislative Session closes May 3, 2019	Completed
6.48	2-26-19 Agenda 13.b Station 44 Special Event application for holidays. Comm approved the Monday April 22 event and deferred the rest until after the Workshop (signs and street performers)	
6.49	2-26-19 CM. Commission Oldaker asked staff about the project to move the east A1A parking lot paystation south to encourage people to use the crossway after paying. (Tony Bryan)	
6.50	2-26-19 CM. Commission consensus to get P&Z's recommendation on amending the B-1 and B-1A zoning districts to allow motels and hotels. (Linda Connors)	
6.51	2-26-19 CM. Commissioner Strauss asked staff to advise how the South Silver Shores neighborhood can get natural gas service. (Kathie Margoles) 3-26-19: Cost to install main is \$121,500	Completed
6.52	2-26-2019: The Commissioners agreed (4-1) to have Resolution drafted addressing seismic blasting and offshore drilling. (Kathie Margoles) 3-26-19: On 3/12 agenda	Completed

FY19 Action Plan

FY19 Action Plan

FY19 Budgeted Projects & Staff Projects		Update
1.	Evaluate switching from the quarterly Town Topics written format to an e-newsletter. FY18 (Steve D'Oliveira)	
2.	Monitor the request to FDOT to move the turn lane at the foot of the Intracoastal Bridge to the east thus closing the Commercial median at West Tradewinds. TBD (Town Engineer) See 6.31	
3.	Evaluate hardening off-site warehouse for use after a hurricane. FY18 (Ken Rubach)	
4.	Evaluate the feasibility of offering beach concessions. (to be assigned)	
5.	Recommend new long-term contract for the disposal of solid waste and processing of recyclables.	Completed
6.	The marina partitioning agreement was approved on 1-8-19. There are several code changes required to recognized properties that include submerged lands.	
7.	2-12-19 Agenda 13.a, Designating Ridesharing Pick-Up Locations	
8.		



Town Commission Agenda Item Report

Meeting Date: May 28, 2019

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: OLD BUSINESS

Subject Title:

El Mar FDOT Design Project Update

Explanation:

The attached documents are for review and discussion of the El Mar Design Project.

Recommendation:

Provide direction as appropriate.

Attachments:

[Agenda Memo.pdf](#)

[El Mar Project.pdf](#)

[EL MAR DESIGN PROJECT.pdf](#)



Town Commission Agenda Item Report

Meeting Date: May 28, 2019

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Discussion Item

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Explanation:

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Recommendation:

Provide direction as appropriate.

Attachments:

[El Mar Project.pdf](#)

[EL MAR DESIGN PROJECT.pdf](#)

Tedra Allen

To: Bill Vance
Subject: RE: Emailing: EL MAR PROJECT

-----Original Message-----

From: Bill Vance <billv@lauderdalebythesea-fl.gov>
Sent: Tuesday, May 21, 2019 5:04 PM
To: Peter Gies <giesp@browardmpo.org>; Ken Rubach <kenr@lauderdalebythesea-fl.gov>; Bill Vance <billv@lauderdalebythesea-fl.gov>; Lisa Slagle <lisas@lauderdalebythesea-fl.gov>
Subject: FW: Emailing: EL MAR PROJECT

Hey Peter Gies - we met awhile back in your MPO offices. As you may still be aware the evolving El Mar Drive Greenway project is the biggest infrastructure project ongoing in LBTS. To-date I informally understand this project has increased to a projected cost of approximately \$4M which the Town of LBTS and FDOT are so far planning to share. To-date the Town has invested \$53k in this project as called for within the attached El Mar Drive Greenway grant agreement.

Peter as we discussed at our last meeting, one item of significant importance to Town officials is that designated LBTS transportation/stormwater project administrators be able to achieve FDOT approved LAP certifications so that LAP certified Town personnel are able to administrate the construction of the El Mar Drive Greenway project (like LBTS administrators administrated the A1A North project few years back).

Peter please read the attached El Mar Greenway Grant Agreement and let me know whether or not it provides the flexibility for LBTS (LAP) project administrators to administrate the construction of the El Mar Greenway or does its language mandate FDOT doing so.

We in Lauderdale-by-the-Sea remain at your service! Peter - My cell is 954-740-2720 and call me if we need to meet again. BV

Bill Vance
Town Manager
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308
O: 954-640-4204
TM@LBTS-FL.GOV

-----Original Message-----

From: Lisa Slagle <lisas@lauderdalebythesea-fl.gov>
Sent: Tuesday, May 21, 2019 3:35 PM
To: Bill Vance <billv@lauderdalebythesea-fl.gov>
Subject: Emailing: EL MAR PROJECT

Your message is ready to be sent with the following file or link attachments:

Proposal Date	Total Est. Cost	Project Gen & Common Tasks	Roadway Analysis & Plans	Lighting Analysis & Plans	Landscape Arch Analysis & Plans	Comments
April 2019	\$ 280,234.95	\$57,198	\$39,318	\$84,998	\$99,720	Additional work discussed/ agreed by the Town at the 4/3/19 meeting: • Traffic Control Plans • Lighting Analysis for Street Lights • Additional hours for the LA to attend meetings etc. • Increased hours for LA Plans to accommodate Hardscape details.
January 2019	\$273,864.25	\$81,691	0	\$84,650	\$107,524	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCALLY FUNDED AGREEMENT

THIS Locally Funded Agreement ("Agreement"), entered into this 10th day of October 2018, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and Town of Lauderdale by the Sea located at 4501 N. Ocean Drive, Lauderdale-by-the-Sea, Florida 33308, hereinafter called the TOWN.

WITNESSETH

WHEREAS, the DEPARTMENT and the TOWN are desirous of having the TOWN provide financial assistance to the DEPARTMENT for the development (design) of a full set of signed and sealed roadway construction plans for the DEPARTMENT's construction (widening) work of El Mar Drive from Palm Avenue to Pine Avenue and Pine Avenue from El Mar Drive to A1A in Broward County, Florida. (Financial Management (FM) Number 437786-1-32-01, Funded in Fiscal Year 2018/2019) as set forth in Exhibit A attached hereto and made a part hereof and hereinafter referred to the Project; and

WHEREAS, the improvements are in the interest of both the TOWN and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the TOWN by Resolution No. 2018-30 dated the 26th day of September 2018, a copy of which is attached hereto and made a part hereof, authorizes the Mayor of the TOWN or designee to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
3. The TOWN agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no extra cost.
4. The DEPARTMENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The DEPARTMENT will make reasonable efforts to obtain the TOWN input in its decisions.

El Mar Greenway LPA

5. The total cost for the Project is estimated to be SEVEN HUNDRED TWENTY THOUSAND FIVE HUNDRED SEVENTY THREE DOLLARS AND NO CENTS (\$720,573.00). The TOWN'S share of the Project is an estimated amount of FIFTY THREE THOUSAND THREE DOLLARS AND NO CENTS (\$53,003.00), which sum shall be paid to the DEPARTMENT. In the event the actual cost of the Project is less than the funds provided, the difference will be applied to future phases. In the event the actual cost of the Project, without modifications, results in a sum greater than that paid by the TOWN, then such sum shall be the sole responsibility of the TOWN and shall be paid to the DEPARTMENT.

- (A) The TOWN agrees that it will, within thirty days of the execution of this Agreement, furnish the DEPARTMENT with a check in the amount of FIFTY THREE THOUSAND THREE DOLLARS AND NO CENTS (\$53,003.00) towards the Project Costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the DEPARTMENT's Work Program.

Remittance shall be made payable to the Department of Transportation. Payment shall be clearly marked to indicate that it is to be applied to FM Number 437786-1-32-01. The DEPARTMENT shall utilize this amount towards costs of Project No. 437786-1-32-01.

Funding breakdown:

Financial Mgmt. No. (FM#)	Amount (Participant's Share)
437786-1-32-01	\$53,003.00
TOTAL	\$53,003.00

Payment shall be mailed to:

Florida Department of Transportation

Program Management Unit - Attention: Leos A. Kennedy, Jr.

3400 W. Commercial Boulevard

Fort Lauderdale, Florida 33309-3421

- (B) If the Project costs are in excess of the advance deposit amount, the TOWN will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT. The DEPARTMENT will notify the TOWN as soon as it becomes apparent that Project costs are in excess of the advanced deposit amount; however, failure of the DEPARTMENT to so notify the TOWN shall not relieve the TOWN from its obligation to pay for its full participation. If the TOWN cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT's Project Manager indicating the date the deposit will be made and the DEPARTMENT's written consent to the payment of the additional deposit on said date. The TOWN understands the request and

approval of the additional time could delay the Project, and additional costs at the TOWN's expense may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the Department's Work Program.

- (C) Should Project modifications occur that increase the TOWN's payment for the Project costs, the TOWN will be notified by the DEPARTMENT. The TOWN agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the cost of the Project. The DEPARTMENT shall notify the TOWN as soon as it becomes apparent the actual costs will exceed the deposit amount. However, failure of the DEPARTMENT to so notify the TOWN shall not relieve the TOWN from its obligation to pay for its full participation. Funds due from the TOWN during the Project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, F.S. In the event the TOWN fails to make the additional payment within the time hereinabove set forth, in addition to any other remedy, the DEPARTMENT reserves the right to terminate this Agreement.
- (D) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days of final payment to the Consultant. The DEPARTMENT considers the Project complete when the final payment has been made to the Consultant, not when the design work is complete. All Project cost records and accounts shall be subject to audit by a representative of the TOWN for a period of three (3) years after final close out of the Project. The TOWN will be notified of the final cost. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, the excess funding will be applied to future phases of the Project. If the final accounting is not performed within three hundred sixty (360) days, the TOWN is not relieved from its obligation to pay.
- (E) In the event the final accounting of total Project costs indicate that the Project costs are greater than the total deposits to date, the TOWN will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The TOWN agrees to pay interest at a rate as established pursuant to *Section 55.03, F.S.*, on any invoice not paid within forty (40) calendar days until the invoice is paid.
6. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.



El Mar Greenway LPA

7. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the TOWN under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
8. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the TOWN and the DEPARTMENT until the Project is completed as evidenced by the written acceptance of the DEPARTMENT, or June 30, 2020, whichever occurs first.
9. The TOWN warrants that it has not employed or obtained any company or person, other than bona fide employees of the TOWN, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the TOWN. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
10. The TOWN / Vendor/ Contractor:
 - (A) shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by the TOWN/ Vendor/ Contractor during the term of the contract; and
 - (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
11. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

BB

El Mar Greenway LPA

13. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Leos A. Kennedy, Jr.
With a copy to: Donovan Pessoa
A second copy to: Office of the General Counsel

If to the TOWN:

Town of Lauderdale-by-the-Sea
4501 N. Ocean Drive
Lauderdale-by-the-Sea, FL 33308
Attn: Town Manager
With a copy to: Town Attorney

The remainder of this page left intentionally blank

BB

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Town of Lauderdale-By-The-Sea Resolution Number 2018-30, hereto attached.

LAUDERDALE-BY-THE-SEA

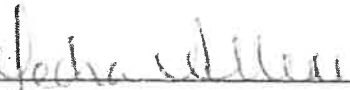
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: 
NAME: Bud Bentley
TITLE: Town Manager 10-1-18

BY: 
NAME: STACY L. MILLER, PE.
DIRECTOR OF TRANSPORTATION
DEVELOPMENT

ATTEST:

FDOT LEGAL REVIEW:

BY: 
TOWN CLERK Tedra Allen,
(SEAL)


OFFICE OF THE GENERAL COUNSEL

APPROVED AS TO FORM:

APPROVED:

BY:  *for*
TOWN ATTORNEY Susan L. Trevarthen

BY: 
DISTRICT PROGRAM MANAGEMENT
ADMINISTRATOR

EXHIBIT "A"
SCOPE OF WORK
FM# 437786-1-32-01

The DEPARTMENT shall replace the existing 5' sidewalks with 6' sidewalks on both sides for the entire length of El Mar Drive and Palm Avenue. Back of the proposed 6' sidewalks shall remain at the Right of Way line.

To accommodate the proposed typical section elements the existing roadway pavement shall be widened for 2 feet in both direction of travel.

The existing open swale area shall be replaced with F curbs or drop curbs where there is back out parking adjacent to the sidewalks in both directions of travel.

The DEPARTMENT shall perform drainage analysis to assess the impact of above changes on the existing drainage system and make approved modifications to the plans.

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A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE A LOCALLY FUNDED AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR DESIGN SERVICES FOR THE EL MAR DRIVE GREENWAY PROJECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) and Lauderdale-By-The-Sea (the "Town") desire to enter into a Locally Funded Agreement (LFA) for the design of construction plans for the widening of El Mar Drive (the "Project"), attached as Exhibit "A"; and

WHEREAS, the estimated cost for the Project is \$53,003, and includes the replacement of the outside sidewalks, curbing, and drainage analysis; and

WHEREAS, FDOT requires a resolution demonstrating the Town's desire to execute an LFA for the Project; and

WHEREAS, the Town Commission finds that execution of the LFA is in the best interest of the Town.

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 by the Town Commission, and incorporated herein.

SECTION 2. Authorization to execute the Agreement. The Town hereby authorizes the Town Manager to execute the Locally Funded Agreement attached as Exhibit "A", 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.

SECTION 3. Conflict. All resolutions or parts of resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 4. Severability.

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

SECTION 5. Effective Date.

This Resolution shall become effective upon passage and adoption.

PASSED AND ADOPTED this 26 th day of September, 2018.


MAYOR CHRIS VINCENT

ATTEST:


Tedra Allen, Town Clerk

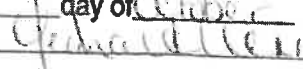
Approved as to form:


Susan L. Trevarthen, Town Attorney

CERTIFICATION

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

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

day of October, 20 18
 Town clerk

Account Detail Report
10/01/2018 to 05/21/2019

Page: 1
05/21/2019
3:13 pm

GLNumber
Fund Name
Department Name
Account Name

YTD Actual
Fund Type
Function Name
Class Name

300-579.169-500.630	\$	53,003.00	Expenditure
Capital Project Fund			
Greenway- El Mar Drive		Physical Environment	
Cap Outlay Imp other than bldg		Capital Outlay	
10/01/2018 AP 262663 FLORIDA DEPARTMENT OF		APPLY TO FM #437786-1-32-01	INV#: 59761001201853003 53,003.00

Total Journal Entries: 1

Total: 53,003.00



Town Commission Agenda Item Report

Meeting Date: May 28, 2019

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: OLD BUSINESS

Subject Title:

REVIEWING A DRAFT PURCHASE AGREEMENT FOR THE REAL PROPERTY LOCATED AT 4433 BOUGAINVILLE DRIVE; DIRECTING STAFF TO PRESENT A FINAL PURCHASE AGREEMENT FOR APPROVAL AT THE JULY 9 COMMISSION MEETING.

Explanation:

The Town needs about 300 sq. ft. of Community Church Lauderdale-By-The-Sea ("Community Church") property at the south end of their property ("Property"), to allow room for several new parking spaces and the new return road at the south end of the parking area, which should eliminate illegal turns. Section IV.J of the Town Purchasing Manual sets out the process for purchasing property. Pursuant to Section IV.J, on March 12, 2019, the Town Commission authorized negotiations with the Community Church for the acquisition of the Property.

After negotiations, Community Church has agreed to sell the Property to the Town for \$15,000. Additionally, the Town will provide for all related closing and/or recording costs, and assist Community Church with the installation of three total directional signs coming off Commercial Boulevard and/or Ocean Drive.

The attached purchase agreement is a draft for review by the Commission. The Town Purchasing Manual and Section 166.045, Florida Statutes, require that the Town provide 30 days' public notice prior to the approval of a purchase agreement for real property. A final purchase agreement will be presented to the Commission at the July 9th meeting for approval.

Recommendation:

We recommend that the Commission review the draft purchase agreement and direct staff to present a final purchase agreement for approval at the July 9 Commission meeting.

Attachments:

[Agenda Memo.pdf](#)

[Purchase Agreement - Community Church of Lauderdale-By-The-Sea.pdf](#)



Town Commission Agenda Item Report

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Recommendation:

We recommend that the Commission review the draft purchase agreement and direct staff to present a final purchase agreement for approval at the July 9 Commission meeting.

Attachments:

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into as of the _____ day of _____ 2019 by and between **COMMUNITY CHURCH OF LAUDERDALE-BY-THE-SEA, INC.**, a Florida not for profit corporation (hereinafter referred to as “**Seller**”) and the **TOWN OF LAUDERDALE-BY-THE-SEA**, a Florida municipal corporation, Florida (hereinafter referred to as “**Purchaser**”).

WHEREAS, Seller is the owner of certain real property located at 4433 Bougainvilla Drive containing approximately 215 square feet located in the Town of Lauderdale-By-The-Sea, Broward County, Florida, and more specifically described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Purchaser desires to purchase and Seller desires to sell the Property (hereinafter defined), upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

SECTION 1: DEFINITIONS

For purposes of this Agreement, each of the following terms, when used herein with an initial capital letter, shall have the following meaning:

1.1 Affiliate. A Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Person in question. For purposes of this definition, the term “control” means the ownership of 50% or more of the beneficial interest or the voting power of the controlled Person.

1.2 Business Day. Monday through Friday excluding bank holidays on which national banking associations are authorized to be closed.

1.3 Closing. The Closing and consummation of the purchase and sale of the Property as contemplated by this Agreement.

1.4 Closing Date (or Date of Closing). The date upon which Closing occurs.

1.5 Condemnation Proceeding. Any proceeding or threatened proceeding condemnation, eminent domain or written request in lieu thereof.

1.6 Deed. The statutory warranty deed of conveyance of the Land from Seller to Purchaser.

1.7 Earnest Money. The funds to be paid by Purchaser to Escrow Agent pursuant to Section 3 hereof, plus any interest earned thereon.

1.8 Effective Date. The date when the last one of Seller or Purchaser has signed and initialed all changes to this Agreement.

1.9 Environmental Report. The environmental assessment audit to be conducted by Purchaser’s environmental engineer, at Purchaser’s expense, with respect to the Property, certified and

delivered to Purchaser.

1.10 Environmental Requirement. All laws, statutes, ordinances, rules, regulations, orders, codes, licenses, permits, decrees, judgments, directives or the equivalent of or by any federal, state or local governmental authority and relating to or addressing the protection of the environment or human health.

1.11 Escrow Agent. Weiss Serota Helfman Cole & Bierman, P.L.

1.12 Evidence of Authority. Evidence of authority for the execution and performance of this Agreement by Seller including, without limitation, necessary resolutions, authorizations and consents.

1.13 Governmental Authority. Any federal, state, county, municipal or other entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them.

1.14 Hazardous Substances. Any material or substance that, whether by its nature or use, is now or hereafter defined as hazardous waste, hazardous substance, pollutant or contaminant under any Environmental Requirement, or which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and which is regulated under any Environmental Requirement, or which is or contains petroleum, gasoline, diesel fuel or another petroleum hydrocarbon product.

1.15 Intangible Property. All intangible property owned by Seller and used in connection with or relating to the ownership, use, development, operation, management, occupancy or maintenance of the Land including, but not limited to, the Permits and all public and private contract rights and development or usage rights of Seller with respect to the Land.

1.16 Land. The real property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference and appurtenant easements thereto, together with all of Seller's right, title and interest in and to all easements, rights of way, strips and gores of land, tenements, hereditaments and appurtenances, reversions, remainders, privileges, licenses and other rights and benefits belonging to, running with or in any way relating thereto; together with all right, title and interest of Seller (if any) in and to any land lying in the bed of any street, road or highway, open or proposed, in front of, abutting or adjoining the Land.

1.17 Legal Requirement. All laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all Governmental Authorities and quasi-governmental authorities, officials, agencies, and officers, ordinary or extraordinary, which now may be applicable to the Property or any use, operation or condition thereof.

1.18 Monetary Lien. Any mortgage, deed of trust, security deed, lien, monetary judgment, security interest, past due tax or assessment or other similar encumbrance of a monetary nature against the Property or any portion of the Property.

1.19 Owner's Title Policy. An Owner's marketability policy of title insurance on the most current ALTA Form for the Property in the amount of the Purchase Price, subject only to the Permitted Exceptions, and containing such additional endorsements permitted under Florida title insurance regulations as reasonably requested by Purchaser.

1.20 Permits. All consents, notices of completion, environmental and utility permits and approvals authorizations, variances, waivers, licenses, permits, certificates and approvals from any Governmental Authority or quasi-governmental authority issued or granted with respect to the Property now or prior to Closing.

1.21 Permitted Exceptions. Those matters identified or referred to in Section 5.5 and such other title exceptions as may hereafter be approved in writing (or deemed to have been approved by Purchaser) subject to and in accordance with the terms and provisions of Section 5 herein.

1.22 Person. Any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

1.23 Property. The following property:

1.23.1 The Land;

1.23.2 The Intangible Property and all interests of Seller therein.

1.24 Purchaser's Attorney. Eduardo M. Soto, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.,
2525 Ponce de Leon Blvd.
Suite 700
Coral Gables, Florida 33134.
Telephone: (305) 854-0800
Fax: (305) 854-2323.

1.25 Real Property. The Land and the Improvements.

1.26 Seller's Attorney. _____

1.27 Seller's Records. All books, records and documents maintained by Seller or compiled by or at the request of Seller and in the possession or control of Seller specifically relating to the ownership, use, development, operation, management, occupancy or maintenance of the Property.

1.28 Submission Documents. The diligence items to be delivered to Purchaser pursuant to Section 9 hereof.

1.29 Survey. An updated survey of the Property satisfactory in all respects to Purchaser prepared by a licensed surveyor in the State of Florida, certified as meeting the minimum standards for survey in the State of Florida. The Survey shall (i) show the square footage and acreage of the Land, (ii) show the location of all the improvements, utility and other lines and easements, either visible or recorded, and the recording references of all the recorded easements shown on the Title Commitment, (iii) show the elevation and flood zone information, and (iv) contain such other items as may be reasonably required by Purchaser.

1.30 Termination Date. _____

1.31 Title Commitment. The commitment for title insurance to be obtained by Purchaser pursuant to Section 5 below.

1.32 Title Company. _____

1.33 U.C.C. Report. A report detailing the results of a search of all records in which a security

interest, lien or encumbrance affecting any portion of the Property may be located.

SECTION 2: PURCHASE AND SALE

Purchaser shall purchase the Property from Seller, and Seller shall sell, convey, transfer and assign the Property to Purchaser, subject to and in accordance with the terms and conditions of this Agreement.

SECTION 3: EARNEST MONEY

Within five Business Days after the Effective Date, Purchaser shall deposit in escrow with the Escrow Agent \$500.00 as Earnest Money, to be delivered to Seller at Closing and applied as a credit against the Purchase Price (as defined below) at Closing. Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms of this Agreement.

SECTION 4: PURCHASE PRICE

The purchase price for the Property shall be Fifteen Thousand and No/100 Dollars (\$15,000.00) (herein referred to as the "Purchase Price"). The entire Purchase Price, less the amount of the Earnest Money and subject to adjustments and pro-rations as herein provided, shall be due and payable by cashier's check or in immediately available funds, by wire transfer, at Closing.

SECTION 5: TITLE/SURVEY

Title to the Property shall be good and marketable and insurable fee simple title in an amount of the Purchase Price at no more than the Title Company's ordinary or promulgated rates for the Owner's Title Policy. Seller shall deliver such affidavits and agreements as may be reasonably required by the Title Company in order to issue the Owner's Title Policy in accordance with this Agreement.

5.1 Examination of Title. Within five (5) Business Days of the Effective Date, Seller shall deliver to Purchaser's Attorney copies of Seller's existing title insurance policy covering the Property and all other title documents in Seller's possession and/or control. Purchaser shall obtain, at Purchaser's expense, an ALTA marketability title insurance commitment (the "Title Commitment") issued by the Title Company covering the Land pursuant to which the Title Company agrees to issue the Owner's Title Policy to Purchaser. The cost of the Title Commitment and the Owner's Title Policy shall be paid by Purchaser.

5.2 Survey. Within five (5) Business Days of the Effective Date, Seller shall provide Purchaser with a copy of any existing survey of the Property in Seller's possession and/or control. At Purchaser's option, Purchaser may obtain a Survey. The cost of the Survey shall be paid by Purchaser.

5.3 U.C.C. Report. Seller shall cause to be delivered to Purchaser copies of the U.C.C. Report, within fifteen (15) days of the Effective Date.

5.4 Permitted Exceptions. The sale of the Property shall be subject to the following:

5.4.1. The lien of all ad valorem real estate taxes for the fiscal year in which Closing occurs, subject to proration as herein provided; and

5.4.2. Any items shown on the Title Commitment and approved by Purchaser in accordance with Section 5.5 below.

The above items described in this Section 5.4 are herein collectively referred to as the "Permitted Exceptions".

5.5 Objections to Title/Survey. Purchaser shall be entitled to object, in its reasonable discretion, to any exceptions which affect marketability of title and which are disclosed in the Title Commitment and/or matters shown on the Survey until the Termination Date, by written notice to Seller. In the event that Purchaser shall so object to the Title Commitment and/or the Survey, Seller shall have thirty (20) Business Days after receipt of such notice to cure Purchaser's objections to Purchaser's satisfaction. In the event Seller is unwilling or unable to so cure such objections, Purchaser may (i) waive such objections, (ii) give Seller additional time in writing to cure such objections (in which event, the Closing shall be delayed for an equivalent period of time) or (iii) terminate this Agreement by written notice to Seller, in which event the Earnest Money shall be immediately returned to Purchaser and neither Purchaser nor Seller shall have any further obligations hereunder, except obligations that expressly survive the termination of this Agreement.

5.6 Cure of Monetary Liens. Notwithstanding Section 5.5 above, if the Title Commitment reveals the existence of a Monetary Lien, then Seller shall pay any amount due in satisfaction of each such Monetary Lien, as to the Property (or, subject to Purchaser's reasonable approval, otherwise cause the same to be removed as an exception in the Title Commitment) which amount, at the option of Seller, may be paid from the proceeds of the Purchase Price at Closing. If one or more Monetary Liens have not been satisfied before the Closing Date, then Purchaser and Escrow Agent are hereby authorized to satisfy such Monetary Liens from the proceeds of the Purchase Price at Closing.

5.7 Purchaser's Right to Terminate. If any title matter other than a matter disclosed in the Title Commitment or the Survey arises or becomes known to Purchaser subsequent to the date of the Title Commitment (a "New Title Matter") and such New Title Matter (a) is a Monetary Lien or (b) was created or consented to by Seller, then Seller shall cure the New Title Matter, at Seller's expense, on or before Closing. If the New Title Matter is not a Monetary Lien or was not created or consented to by Seller, then Seller shall have until the earlier of (i) five (5) Business Days of Seller's receipt of written notice thereof or (ii) the Closing Date, within which to cure the same, and if such New Title Matter is not cured within such period, then Purchaser may, at its sole option, exercised by written notice to Seller within five (5) Business Days following the expiration of the five (5) Business Day cure period, either (i) terminate this Agreement and receive a refund of the Earnest Money or (ii) elect to close subject to such New Title Matter. In the event of termination, neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

5.8 Extension of Closing Date. The Closing Date shall be automatically extended to allow all time periods specified in this Section 5 to expire.

SECTION 6: SELLER'S REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Purchaser and covenants and agrees with Purchaser, on and as of the date hereof, to be certified to Purchaser on or as of the Closing, as follows:

6.1 Title. Seller is the fee simple owner of the Land and Improvements free and clear of all encumbrances except for the Permitted Exceptions (without modification arising with regard to Purchaser's rejection or disapproval of any of the items pursuant to this Agreement).

6.2 Organization, Power and Authority. Seller is a Florida not for profit corporation, duly qualified to do business in the State in which the Property is located and has all necessary power to execute and deliver this Agreement and perform all its obligations hereunder. The execution, delivery and performance of this Agreement by Seller (i) has been duly and validly authorized by all necessary action on the part of Seller, and (ii) does not conflict with or constitute a breach of, or constitute a default under,

any contract, agreement or other instrument by which Seller or the Property is bound or to which Seller is a party.

6.3 No Conflict with Laws. The execution and delivery of this Agreement by Seller and the performance by Seller of its obligations hereunder will not conflict with or result in a breach of any order, judgment, writ, injunction or decree of any court or governmental instrumentality.

6.4 No Bankruptcy. Seller is not a party to any voluntary or involuntary proceedings under any applicable laws relating to the insolvency, bankruptcy, moratorium or other laws affecting creditors rights to the extent that such laws may be applicable to Seller or the Property.

6.5 No Litigation. Seller is not a party to or affected by any litigation, administrative action, investigation or other governmental or quasi-governmental proceeding which would or could have an adverse effect upon the Property or upon the ability of Seller to fulfill its obligations under this Agreement. There are no lawsuits, administrative actions, governmental investigations or similar proceedings pending or threatened against or adversely affecting the Property or any portion thereof or any interest therein.

6.6 No Notices of Deficiency. Seller has not received any notice nor does Seller have any actual knowledge that the holder of any mortgage or deed of trust encumbering any of the Property, or any portion thereof or interest therein, claims, or intends to claim, any defect or deficiency in the Property

6.7 Permits. All Permits and approvals required for the lawful operation, use and development of the Property have been issued and paid for and are in full force and effect.

6.8 Legal Requirements. The Real Property is in compliance with the zoning, subdivision or building codes and all other Legal Requirements.

6.9 Compliance. None of the Property is in violation of any Legal Requirements.

6.10 No Violations. There are no presently outstanding and uncured notices of any violations of any Legal Requirements, and to Seller's actual knowledge, no Person capable of issuing such notice of violation has threatened to issue a notice of violations.

6.11 Tax Parcels. If the Land consists of more than one parcel assessed as a separate tax lot or tax parcel, each of the parcels constituting the Land has been validly, finally and un-appealably subdivided from all other property for conveyance purposes. There are no pending contests or appeals with respect to (i) the assessed value of the Property for ad valorem taxation purposes or (ii) the amount of any ad valorem taxes levied against or paid with respect to the Property.

6.12 Utilities. All public utilities (including, without limitation, sanitary sewer, storm sewer, electricity, gas, water and telephone) which have been installed in connection with the Property or any part thereof, if any, are installed and operating and have been accepted by such utility company or governmental authority. All installation and connection fees, "tie-in" charges, impact fees, tap-on, permit and other fees with respect to the utilities or facilities now serving the Property, including, but not limited, to water, sewer, electric, telephone and gas, have been fully paid, except for monthly utility service bills which will be paid prior to delinquency. Seller has not received any complaint or claim with respect to storm water flow from any owner of adjacent property or otherwise. All such public utilities either enter the Land through adjoining public streets or, if they pass through adjoining private land, do so in accordance with valid and recorded public easements or private easements which inure to the benefit of Purchaser.

6.13 Condemnation. To Seller's actual knowledge, there are no proceedings pending or

threatened against or affecting the Property or any portion thereof or interest therein in the nature of or in lieu of condemnation or eminent domain proceeding.

6.14 Assessments. Seller has no actual knowledge and Seller has not received written notice of any assessments by a public body, whether municipal, county or state imposed, contemplated or confirmed and ratified against any of the Property for public or private improvements which are now or hereafter payable.

6.15 Contractors. All contractors, subcontractors, architects, materialmen, laborers, suppliers and other parties who have performed or furnished work, labor, materials, equipment or supplies or have labored on the Property to make improvements thereon or otherwise to improve the Property are paid in full, and there are no unpaid claims related to work that has been completed or is in progress.

6.16 No Hazardous Substances on Property. Seller has not caused Hazardous Substances to be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape on, in, or under the Property in a manner which violates any Legal Requirements regulating such substances and, to the best of Seller's actual knowledge, no other Person has caused Hazardous Substances to be discharged, disbursed, stored, treated, generated or allowed to escape on, in or under the Property. No asbestos or asbestos containing materials have been installed, used, incorporated into, or disposed of on the Property by Seller, or, to the best of Seller's actual knowledge, by any other Person. No PCBs have been located on or in the Property, whether in electrical transformers, fluorescent light fixtures with ballasts, cooling oils, or otherwise, by Seller or, to the best of Seller's actual knowledge, by any other Person. No underground storage tanks are currently located on, at or under the Property. To best of Seller's actual knowledge, no investigation, administrative order, consent order or agreement, litigation, or settlement with respect to Hazardous Substances is proposed, threatened, anticipated or in existence with respect to the Property. The Property has not previously been used as a landfill, a cemetery, or a dump for garbage or refuse by Seller or any of its Affiliates or, to the best of Seller's actual knowledge, by any other Person. Seller hereby agrees to indemnify, protect, defend (through attorneys reasonably acceptable to Purchaser) and hold harmless Purchaser and its commission members, administrative officials, agents, employees, successors and assigns from and against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising from or relating to the presence of any Hazardous Substances or underground storage tanks at, on or under the Property prior to the Closing Date and for any violation or breach of the foregoing representation and warranty thereafter. The indemnities contained in this subsection 6.18 shall survive the Closing hereunder and any termination of this Agreement.

6.17 No Rights to Purchase. Except for this Agreement, Seller has not entered into, and has no actual knowledge of any agreement, commitment, option, right of first refusal or any other agreement, whether oral or written, with respect to the purchase, assignment or transfer of all or any portion of the Property which is currently in effect.

6.18 No Latent Defects. To Seller's actual knowledge, the Property has no hidden or latent defects.

6.19 Parties in Possession. Other than Seller and current tenants occupying their respective units under month to month leases, there are no parties in possession of any portion of the Land as lessees, tenants at sufferance or trespassers.

6.20 Entrances and Exits. All current curb cuts, entrances and exits to the Real Property are lawful and permitted.

6.21 Access. There is permanent vehicular and pedestrian egress from and egress to the Land over public roads that about the Land.

6.22 No Commitments to Dedicate Property. No commitments or agreements have been or will be made to any governmental authority, utility company, school board, church or other religious body, any homeowners or homeowners' association, or any other organization, group or individual, relating to the Land which would impose an obligation upon Purchaser to make any contributions or dedications of money or land to construct, install or maintain any improvements of a public or private nature on or off the Land, or otherwise impose liability on Purchaser.

6.23 Adverse Conditions. Seller has no actual knowledge of any adverse fact relating to the physical condition of the Land which has not been specifically disclosed in writing to Purchaser, including, without limitation, adverse soil conditions.

6.24 Unrecorded Agreements Restricting Use of the Property. Seller has not, nor to Seller's actual knowledge has any predecessor in title, executed or caused to be executed any document with or for the benefit of any Governmental Authority restricting the development, use or occupancy of the Property that is not recorded in the land records of the county in which the Land is located or has not been specifically disclosed in writing to Purchaser.

6.25 Submission Documents. All Submission Documents delivered or made available, or to be delivered or made available to Purchaser pursuant to this Agreement, are or upon submission will be complete, accurate, true and correct in all material respects.

6.26 Wrongful Act. Seller has not undertaken any knowingly wrongful action and shall indemnify, defend and hold harmless Purchaser from and against any action or claim of third parties arising out of Seller's actions.

6.27 Disclosure. No statement, warranty or representations, including Seller's disclosure of beneficial interests as required by Fl. St. 286.23, contains an untrue statement of material fact or omits to state a material fact necessary in order to make the statements made in light of the circumstances under which such statements are made not misleading.

6.28 Survival. The foregoing representations, warranties, covenants and agreements of Seller in this Section 6 shall survive the Closing or termination of this Agreement.

6.29 Actual Knowledge. As used in this Agreement or in any Exhibit attached hereto, any reference to actual knowledge shall with respect to Seller, mean the actual knowledge of Seller's President Stephane Maltais, but shall not include implied, imputed or constructive knowledge as to anything contained in this section herein.

SECTION 7: PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser represents and warrants to Seller that the following facts and conditions exist and are true as of the date hereof and shall exist and be true as of the date of the Closing.

7.1 Municipal Corporation. Purchaser is a validly formed municipal corporation in good standing organized and existing under the laws of the State of Florida and has all requisite power and authority to purchase the Land and to enter into and perform its obligations hereunder.

7.2 Survival. The representations, warranties, covenants and agreements of Purchaser in this

Agreement shall survive the Closing or termination of this Agreement.

SECTION 8: SELLER'S COVENANTS

From and after the date hereof, through and including the Closing Date, Seller agrees as follows (each of which covenants is a condition to Purchaser's obligations to close under this Agreement and must be satisfied by Seller or waived by Purchaser in writing prior to Closing):

8.1 Inspection of Property. Seller will allow Purchaser and its agents and contractors to enter upon the Property for any purpose in connection with Purchaser's proposed purchase, use and operation of the Property and subject to restrictions contained in Section 9 herein.

8.2 Management Prior to Closing. Between the date of this Agreement and the Closing Date, (a) Seller shall maintain the Property, committing or permitting no waste thereto, such that at the time of the Closing, the Property shall be in substantially the same physical condition as on the date of Seller's execution of this Agreement. Seller shall not modify any contracts or enter into any new lease or other agreement affecting the Property or any portion thereof or the use thereof, without the prior written consent of the Purchaser, which consent may be withheld in Purchaser's sole and absolute discretion. Further, Seller shall terminate all existing leases and tenancies with respect to the Property and deliver the Property free and clear of any leasehold interests, claims for security deposits, or other interests in the Property as of the Closing Date.

8.3 Notices. Seller shall, promptly upon Seller's obtaining knowledge thereof, provide Purchaser with a written notice of any event that has an adverse effect on the physical condition of the Property.

8.4 Notices of Violation. Promptly after Seller obtains actual knowledge or upon receipt of written notice thereof, Seller has provided or shall provide Purchaser with written notice of any violation of any Legal Requirements affecting the Property, any service of process relating to the Property or which affects Seller's ability to perform its obligations under this Agreement or any other correspondence or notice received by Seller which has or has the potential to have an adverse effect on the Property.

8.5 Notification of Change of Circumstances. Seller shall provide Purchaser with written notice of any transaction or occurrence prior to Closing which could make any of the warranties, representations, covenants and agreements of Seller under this Agreement not true with the same force and effect, as if made on or as of the date hereof.

8.6 Seller's Cooperation. If requested by Purchaser, Seller will promptly execute all petitions, applications, easements, plats, site plans, waivers of plats, and other documents which Purchaser may reasonably request and otherwise reasonably cooperate with Purchaser in connection with Purchaser, at Purchase's expense, obtaining or granting any permit, plat, waiver of plat, site plan approval, easement, right-of-way dedication, rezoning, right-of-way deed, variance or other administrative authorization required for Purchaser's proposed development of the Real Property.

8.7 Survival. Any claim for breach of the covenants contained in this Section 8 shall survive the Closing.

SECTION 9: PURCHASER'S DUE DILIGENCE AND INSPECTION OF PROPERTY

9.1 Documents to be Delivered by Seller. Within five (5) Business Days of the Effective Date, Seller shall provide to Purchaser copies of all documents, records, reports, studies, data and

information relating to the Property in Seller's control or possession, including, without limitation, any existing tests, surveys, title policies, notice of lease terminations, licenses, permits, engineering and/or environmental analyses, soil test borings, Seller's Records, Permits and tax bills (the "Submission Documents").

9.2 Inspection of Property. Purchaser or its appointed agents or independent contractors shall have, at all reasonable times prior to the Closing, the privilege of going upon the Land, at Purchaser's sole cost and expense, to inspect, examine, test, investigate, appraise and survey the Property, including, without limitation, soils and environmental tests and inspections. In exercising the privileges granted pursuant to this subsection 9.2, Purchaser shall substantially restore the Property to the condition existing prior to such activities on the Property. In consideration of Purchaser's right to inspect the Property as described in this subsection 9.2, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Purchaser agrees to indemnify, defend and hold Seller harmless from any actions, suits, liens, claims, damages, expenses, losses and liability for damage to personal property or personal injury arising from or attributable to any acts performed by Purchaser or its appointed agents or independent contractors in exercising Purchaser's rights under this subsection 9.2 (including, without limitation, any rights or claims of materialmen or mechanics to liens on the Property, but excluding any matter to the extent arising out of the negligence or misconduct of Seller). This agreement to indemnify Seller shall survive the Closing and any termination of this Agreement.

9.3 Conditions Precedent/Termination Right. In addition to any other termination right or other remedy specified herein and notwithstanding any provision of this Agreement which may be interpreted to the contrary, if Purchaser is dissatisfied, for any reason and in Purchaser's exclusive judgment, with the results of Purchaser's investigation and study of the Property, then Purchaser may terminate this Agreement by notifying Seller or Seller's Attorney of such termination on or before the 5:00 p.m. on the Termination Date, whereupon the Earnest Money shall be refunded to Purchaser by the Escrow Agent and thereafter neither party hereto shall have any further rights, obligations, or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

SECTION 10: PURCHASER'S ADDITIONAL CLOSING CONTINGENCY

Purchaser's obligation to close the transaction contemplated by this Agreement and purchase the Property is expressly subject and contingent upon Purchaser obtaining on or before the Termination Date all final, non-appealable governmental approvals and exercises of authority of Governmental Authorities, including, without limitation, approval by the Commission of the Town of Lauderdale-By-The-Sea (collectively the "Governmental Approvals").

Purchaser shall have up to and including the Termination Date to obtain any and all Governmental Approvals and shall provide same to Seller upon receipt. If Purchaser does not obtain the Governmental Approvals on or before the Termination Date, then Purchaser shall have the right to (i) terminate this Agreement by notifying Seller or Seller's Attorney in writing of such termination on or before the Termination Date or (ii) waive this contingency. If this Agreement is terminated by Purchaser, the Earnest Money shall be refunded to Purchaser by the Escrow Agent and thereafter neither party hereto shall have any further rights, obligations, or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

The parties acknowledge and agree that Purchaser's right to terminate under this Section 10 may be exercised upon the denial or any non-approval of any one of the various Governmental Approvals necessary to purchase the Property. Seller consents to Purchaser processing the necessary Governmental Approvals and agrees at Purchaser's request to execute any reasonable documentation necessary or

appropriate in connection with Purchaser obtaining the Governmental Approvals.

SECTION 11: CLOSING

Subject to satisfaction of all conditions to Closing, the Closing shall be held during regular business hours on or before _____, 2019, provided that all of Seller's conditions precedent to Closing have been satisfied or otherwise waived by the Purchaser and all Governmental Approvals have been obtained. The Closing shall be held at the offices of Purchaser's Attorney, at a time mutually acceptable to both parties and may be accomplished by electronic means or by mail, or as otherwise agreed to by the parties. If no such selection is timely made, the Closing shall be held at 10:30 a.m. local time on the Closing Date or at such other time or such other place as may be mutually agreed in writing by the parties hereto.

11.1 Delivery: Possession. At Closing, Seller shall deliver to Purchaser the items required of Seller under this Agreement, and Purchaser shall deliver to Seller the balance of the Purchase Price (after crediting the Earnest Money and making other adjustments and prorations as provided herein) and the other items required of Purchaser under this Agreement. Seller shall deliver possession of the Property to Purchaser, subject only to the Permitted Exceptions at the time of Closing. Risk of loss shall remain with Seller until Closing.

11.2 Closing Costs.

11.2.1 Seller's Costs. Seller shall pay (i) property transfer, conveyance, sales and other taxes due on the transfer of the Property, (ii) the fees and expenses of Seller's attorneys, (iii) the documentary stamps and surtaxes due on the Deed, and (iv) the cost of recording any corrective instruments.

11.2.2 Purchaser's Costs. Purchaser shall pay (i) any costs incurred by Purchaser in preparing and performing its due diligence investigations, (ii) the cost of the Title Commitment, (iii) the premium for the Owner's Title Policy, (iv) the cost of recording the Deed, (v) the cost of the Survey, and (vi) the fees and expenses of Purchaser's attorneys.

11.2.3 Other Costs. Any other costs not specifically provided for in subsection 11.2.1, subsection 11.2.2 or otherwise pursuant to the terms of this Agreement shall be paid by the party who incurred those costs, or if neither party is charged with incurring any such costs, then by the party customarily assessed for such costs in the place where the Property is located. Any escrow fees, document preparation charges of the Title Company and other escrow related charges of the Escrow Agent in its capacity as escrow agent only shall be paid equally by Seller and Purchaser.

11.2.4 Survival. The provisions of this subsection 11.2 shall survive the Closing and the delivery of the Deed.

11.3 Purchaser's Conditions to Closing. Purchaser's obligation to purchase the Property or otherwise to perform any obligation provided in this Agreement is expressly conditioned upon the fulfillment or satisfaction of each of the following conditions precedent on or before the Closing Date (any of which may be waived only in writing by Purchaser in its discretion):

11.3.1 Purchaser shall have obtained all Governmental Approvals necessary to purchase the Property;

11.3.2 Seller shall have fully performed each undertaking and covenant and

agreement to be performed by Seller under this Agreement including, but not limited to, delivery of all items and documents required under Section 13 below;

- 11.3.3 Each representation and warranty made in this Agreement by Seller shall be complete, true and accurate;
- 11.3.4 The Owner's Title Policy shall be issued, or in lieu of issuance of the foregoing at Closing, the Title Company shall have delivered a "marked up" Title Commitment, subject only to the Permitted Exceptions, with gap coverage, deleting all requirements and deleting the standard exceptions;
- 11.3.5 Without additional cost or charge to Purchaser, the Intangible Property shall be assigned to Purchaser;
- 11.3.6 Except as cured by Seller or otherwise approved or waived in writing by Purchaser, no event shall have occurred that may have an adverse effect on the physical condition of the Property;
- 11.3.7 No amendments, restatement, adoption or repeal of any laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governmental authorities, officials, agencies and officers, ordinary or extraordinary, shall have occurred that is applicable to the Property and has or could have an adverse effect upon the value, use, operation, zoning, development or condition thereof.

If any of the foregoing conditions are not satisfied at or before Closing, then in addition to any remedy available to Purchaser under this Agreement, Purchaser may terminate this Agreement by written notice to Seller, in which event the Earnest Money shall be returned to Purchaser and the parties shall be released from all obligations and liabilities under this Agreement except those that expressly survive termination of this Agreement.

SECTION 12: PRORATIONS AND CREDITS AT CLOSING

All prorations provided to be made "as of the Closing Date" shall each be made as of 11:59 p.m. local time on the date immediately preceding the Closing Date. In each proration set forth below, the portion thereof allocable to periods beginning with the Closing Date shall be credited to Purchaser, or charged to Purchaser, as applicable, at Closing or, in the case of allocations made after Closing, upon receipt of such payments or invoice as of the Closing Date. Except as may otherwise be specified herein, the following items shall, as applicable, be prorated between Purchaser and Seller or credited to Purchaser or Seller:

12.1 Property Taxes and Assessments.

- 12.1.1 **Taxes.** Seller acknowledges and agrees that the Property is being purchased by an exempt governmental entity and that the Seller must comply with Section 196.295, Florida Statutes, regarding real estate taxes.
- 12.1.2 **Special Assessments.** Certified, confirmed and ratified special assessment liens as of Date of Closing (and not as of the date of this Agreement) shall be paid by Seller or Purchaser shall receive a credit therefor. Pending liens as of Date of Closing shall be assumed by Purchaser; provided, however, that where the improvement for which the special assessment was levied, had been substantially completed as of

the date of this Agreement, such pending liens shall be considered as certified, confirmed or ratified and Seller shall, at Closing, be charged an amount equal to the estimated assessment for the improvement.

12.2 Other Matters. Seller and Purchaser shall make such other adjustments and apportionments as are expressly set forth in this Agreement.

12.3 Survival. The provisions of this Section 12 shall survive the Closing and the delivery of the Deed. In the event final figures have not been reached on any of the adjustments, prorations or costs which are to be adjusted at or prior to Closing pursuant to this Section 12, the parties shall close using adjustments and prorations reasonably estimated by Seller and Purchaser, subject to later readjustment when such final figures have been obtained. The parties hereto agree that they shall seek to determine the amounts of all prorations and adjustments required hereunder on or before the Closing Date, if possible, and to the extent not then obtainable within one (1) year of Closing.

SECTION 13: CONVEYANCES AND DELIVERIES AT CLOSING

13.1 Warranty Deed. At Closing, Seller shall convey the Land to Purchaser by a duly executed and recordable statutory warranty deed in substantially the form attached hereto as Exhibit "B" (herein referred to as "Deed"), subject only to the Permitted Exceptions.

13.2 Bill of Sale. At Closing, Seller shall also convey the Improvements to Purchaser by a duly executed Bill of Sale in substantially the form attached hereto as Exhibit "C".

13.3 Seller's Records. At or simultaneously with the Closing, Seller shall deliver to Purchaser the originals (or if originals are unavailable, certified copies) of the Seller's Records, and the Permits. Seller may keep copies of such materials at Seller's sole cost and expense.

13.4 Section 1445 Certificate. At Closing, Seller shall execute and deliver to Purchaser and the Title Company a certificate substantially in the form as Exhibit "D" attached hereto stating that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and the regulations thereunder.

13.5 Form 1099. At Closing, Seller shall execute and deliver to Purchaser and the Title Company such federal income tax reports respecting the sale of the Property as required by the Internal Revenue Code and such other information required by the Title Company to complete IRS Form 1099 with respect to this transaction.

13.6 Affidavit of Title. At Closing, Seller shall execute and deliver to Purchaser and to the Title Company a no-lien, possession and gap title affidavit in the form required by the Title Company, together with such resolutions, affidavits, documents and certificates as the Title Company may reasonably require to issue the Owner's Title Policy in accordance with the terms of this Agreement.

13.7 Closing Statement. At Closing, Seller and Purchaser shall execute and deliver a Closing Statement which shall, among other items, set forth the Purchase Price, all credits against the Purchase Price, the amounts of all prorations and other adjustments to the Purchase Price and all disbursements made at Closing on behalf of Purchaser and Seller in accordance with the terms of this Agreement.

13.8 Evidence of Authority. At Closing, Seller shall update Evidence of Authority dated not more than five days before the Closing Date.

13.9 General Assignment. At Closing, Seller will deliver to Purchaser a general assignment, to

the extent assignable, of the Seller's Records, Permits, the Intangible Property and all other property and rights included in the transaction contemplated by this Agreement, which assignment shall be substantially in the form attached hereto as Exhibit "E".

13.10 Disclosure Affidavit. At least ten (10) days prior to Closing, Seller shall execute and deliver to Purchaser an affidavit in recordable form as required by the provisions of Section 286.23, Florida Statutes.

13.11 Physical Possession. At Closing, Seller shall deliver to Purchaser possession of the Property free and clear of all personal property of tenants including all appliances, furniture or other possessions.

13.11 Seller's Certificate. At Closing, Seller shall deliver to Purchaser a certificate of Seller dated as of the Closing Date certifying (i) that all representations and warranties of Seller under this Agreement are true and correct, in all respects as of the Closing Date (except as the same may have been changed as permitted in accordance with the terms of this Agreement and disclosed to Purchaser prior to Closing) and (ii) to Seller's actual knowledge, that there has occurred no default or breach, nor any event which with notice or with the passage of time, or both, would constitute such a default or breach by Seller under this Agreement.

13.12 Seller's Affidavit. At Closing, Seller shall deliver to Purchaser an Affidavit, in form reasonably satisfactory to Purchaser, confirming that Seller is duly formed, validly existing and in good standing under the laws of the state of its formation and in the state where the Property is located; that Seller and the person executing the closing documents on behalf of Seller has the power and authority to execute and deliver this Agreement and perform its obligations hereunder; and that the execution, delivery and performance of this Agreement and of all instruments to be executed and delivered by Seller hereunder have been duly authorized by all necessary action on the part of Seller and will not conflict with or result in a breach of or any order, judgment, writ, injunction or decree of any court or governmental instrumentality, or of the trust agreement of Seller or any agreement or instrument to which Seller is a party or by which it is bound, or to which the Property is subject.

13.13 Other Documents. At Closing, Seller and Purchaser shall deliver to each other any other documents expressly required to be delivered or furnished pursuant to any other provisions of this Agreement or reasonably required to carry out the purpose and intent of this Agreement.

SECTION 14: NOTICES

All notices, consent, approvals and other communications that may be or are required to be given by either Seller or Purchaser under this Agreement shall be properly given only if made in writing and sent by (a) hand delivery, (b) electronic facsimile or other transfer device with telephone or other confirmation of receipt, provided that a hard copy of such notice is mailed by US first class mail, postage prepaid, on or before the next Business Day following such telecopy delivery or (c) a nationally recognized overnight delivery service (such as Federal Express, UPS Next Day Air, Purolator Courier or Airborne Express), with all delivery charges paid by the sender and addressed to the Purchaser or Seller, as applicable, as follows, or at such other address as each may request in writing. Such notices shall be deemed received, (1) if delivered by hand or overnight delivery service on the date of delivery and (2) if sent by electronic transfer on the date transmission is confirmed by telephone or return electronic transfer from the receiving party, provided that a hard copy of such notice is mailed by US first class mail, postage prepaid, on or before the next Business Day following such telecopy delivery. The refusal to accept delivery shall constitute acceptance and, in such event, the date of delivery shall be the date on which delivery was refused. Said addresses for notices are to be as follows:

IF TO SELLER: The Community Church of Lauderdale-By-The-Sea, Inc.
4433 Bougainville Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: _____
E-Mail: _____

With a copy to: _____

IF TO PURCHASER: Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By the Sea, Florida 33308
Attention: Town Manager
Telephone No.: (954) 640-4204
Telecopy No.: (954) 640-4236

With copy to: Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd.
Suite 700
Coral Gables, Florida 33134
Attention: Eduardo M. Soto, Esq.
Telephone No.: (305) 854-0800

SECTION 15: CASUALTY AND CONDEMNATION

15.1 Casualty. Prior to the Closing Date, and notwithstanding the pendency of this Agreement, the entire risk of loss or damage by fire or other casualty shall be borne and assumed by Seller, except as otherwise provided in this subsection 15. Until the Closing has occurred, Seller shall keep all insurance policies in effect with respect to the Property. If, prior to the Closing Date, any part of the Property is damaged or destroyed by fire or other casualty, Seller shall immediately notify Purchaser of such fact. If such damage or destruction is material (as defined below), Purchaser shall have the option to terminate this Agreement upon written notice to Seller given not later than thirty (30) days after receipt of Seller's notice. For purposes hereof "material" shall be deemed to be any uninsured damage or destruction to the Property (except that a casualty shall not be deemed uninsured solely because all, or a portion of, the cost of the casualty is subjected to a deductible) or any insured damage or destruction (i) where the cost of repair or replacement is estimated, in Purchaser's good faith judgment, to be Thirty-Five Thousand and No/100 or more for the Improvements, or (ii) where the repair or replacement is estimated, in Purchaser's good faith judgment, to require more than one hundred twenty (120) days to repair. If Purchaser does not exercise this option to terminate this Agreement, or if the casualty is not material, neither party shall have the right to terminate this Agreement, and the parties shall proceed to the Closing pursuant to the terms hereof without modification of the terms of this Agreement and without any reduction in the Purchase Price but, Seller, at Closing, shall assign to Purchaser, and Purchaser shall be entitled to receive and keep, all insurance proceeds payable with respect to such casualty, plus Seller shall pay over to Purchaser the sum of (a) all insurance proceeds previously paid to Seller with respect to such casualty (other than amounts expended by Seller for emergency repairs or for repairs which are approved in writing by Purchaser) and (b) an amount equal to the deductible amount with respect to the insurance. In such event, Seller shall not be obligated to repair or restore the Property. If Purchaser does not elect to terminate this Agreement by reason of any casualty, Purchaser shall have the right to participate in any adjustment of the insurance

claim and, in such event, Purchaser and Seller shall cooperate each with the other in good faith.

15.2 Condemnation. At Closing, Seller shall assign to Purchaser all of Seller's right, title and interest in and to the beds of streets, roads, alleys, avenues and highways abutting the Property and all of Seller's right, title and interest in and to all awards in condemnation, or damages or any kind, to which Seller is entitled at the time of Closing, by reason of any exercise of power of eminent domain with respect thereto or for the taking of the Property or any part thereof or by reason of any other event affecting the Property which gives rise to a damage claim against a third Party after the date hereof. Prior to the Closing Date, if all or any portion of the Property is taken, or if access thereto is reduced or restricted by eminent domain or otherwise (or if such taking, reduction or restriction is pending, threatened or contemplated) (hereinafter a "Condemnation Proceeding"), Seller shall immediately notify Purchaser of such fact. In the event that such notice related to the taking of all or any portion of the Property, Purchaser shall have the option, in its sole and absolute discretion, to terminate this Agreement upon written notice to Seller given not later than thirty (30) days after receipt of Seller's notice; whereupon the Earnest Money shall be refunded to Purchaser and thereafter neither Party shall have any rights, obligations or liabilities hereunder except with respect to those rights, obligations or liabilities which expressly survive the termination of this Agreement. If Purchaser does not elect to terminate this Agreement as herein provided, Seller shall pay to Purchaser any award received by Seller prior to Closing and Purchaser shall have the right to participate with Seller in any Condemnation Proceeding affecting the Property; provided, that in doing so Purchaser shall cooperate with Seller in good faith.

SECTION 16: BROKERS

Each party represents to the other that such party has not incurred any obligation to any broker, finder or real estate agent with respect to the purchase or sale of the Property.

Each of Seller and Purchaser agrees to indemnify and defend the other against, and to hold the other harmless of and from all claims, demands and liabilities (including reasonable attorney's fees and expenses incurred in defense thereof) for any commission or fees payable to, or claimed by, any broker, agent or other such Person arising out of the employment or engagement of such Person employed (expressly or impliedly) by Seller or Purchaser, as applicable, or with whom Seller or Purchaser, as applicable, has or is claimed to have, made an agreement (express or implied) to pay a commission or other such fee; provided, however, Purchaser's indemnification obligations under this Section 16 are subject to the provisions and monetary limitations of Section 768.28, Florida Statutes. The representation, warranties, undertakings and indemnities of this Section 17 shall survive the Closing hereunder and any termination of this Agreement. Seller shall be responsible for an "commissions" owed to any broker or real estate agent in connection with the sale of the Property.

SECTION 17: INDEMNITIES

17.1 Seller's Indemnity. Seller hereby agrees to indemnify, protect, defend (through attorneys reasonably acceptable to Purchaser) and hold harmless Purchaser and its commission members, administrative officials, agents, employees, successors and assigns from and against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees actually incurred) which may at any time following the Closing Date be asserted against or suffered by Purchaser arising out of or resulting from the following (whether asserted or accruing before or after Closing):

17.1.1 any personal injury or property damage occurring prior to the Closing Date unless caused by the negligence of Purchaser or its agents or contractors;

17.1.4 any taxes payable in connection with this transaction or with respect to the

Property prior to Closing;

17.1.5 Seller's failure to comply with the provisions of this Agreement which require performance or payment on the part of Seller after Closing.

17.2 Survival. The provisions of Section 17 shall survive the Closing hereunder and the delivery of the Deed.

SECTION 18: DEFAULT/REMEDIES

18.1 Seller's Default/Purchaser's Remedies. Notwithstanding any other remedy provided for herein, if Seller defaults in the observance or performance of its covenants and obligations hereunder, Purchaser may, at its option, terminate this Agreement and receive a refund of the Earnest Money or seek specific performance of this Agreement, without in either case waiving any action for damages resulting from Seller's breach.

18.2 Purchaser's Default/Seller's Remedies. If Purchaser defaults in the observance or performance of its covenants and obligations hereunder, then Seller, as its sole and exclusive remedy, shall (as an election of remedies) receive the Earnest Money from Escrow Agent as liquidated damages. Purchaser and Seller acknowledge the difficulty of ascertaining the actual damages in the event of such default, that it is impossible to more precisely estimate the damages to be suffered by Seller upon such default, that the retention of the Earnest Money by Seller is intended not as a penalty but as full liquidated damages and that such amount constitutes a good faith estimate of the potential damages arising therefrom. Seller's right to so terminate this Agreement and to receive liquidated damages as aforesaid is Seller's sole and exclusive remedy. Seller hereby waives, relinquishes and releases any and all other rights and remedies, including but not limited to: (1) any right to sue Purchaser for damages or to prove that Seller's actual damages exceed the amount which is hereby provided Seller as fully liquidated damages or (2) any other right or remedy which Seller may otherwise have against Purchaser, either at law, or equity or otherwise.

SECTION 19: ESCROW AGENT

19.1 Performance of Duties. Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement. Escrow Agent shall not be deemed to have any implied duties or obligations under or related to this Agreement.

19.2 Reliance. Escrow Agent may (i) act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine; (ii) assume the validity and accuracy of any statement or assertion contained in such a writing or instrument; and (iii) assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or corrections as to form, manner of execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing any instrument; Escrow Agent's duties under this Agreement are and shall be limited to those duties specifically provided in this Agreement.

19.3 Right to Interplead. If the parties (including Escrow Agent) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or about the propriety of any action contemplated by Escrow Agent, Escrow Agent may, but shall not be required to, file an action in interpleader to resolve the disagreement; upon filing such action, Escrow Agent shall be released from all obligations under this Agreement.

19.4 Attorney's Fees and Costs. In any suit between Purchaser and Seller wherein Escrow Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein Escrow Agent interpleads the subject matter of the Escrow, Escrow Agent shall recover reasonable attorney's fees and costs incurred with the fees and costs to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The parties hereby agree that Escrow Agent shall not be liable to any party or person for mis-delivery to Purchaser or Seller of items subject to this escrow, unless such mis-delivery is due to willful breach of this Agreement or gross negligence of Escrow Agent.

19.5 Escrow Agent as Counsel for Purchaser. It is acknowledged that Escrow Agent is counsel for Purchaser. It is agreed that Escrow Agent shall not be disabled or disqualified from representing Purchaser, its commission members, parents, officers, directors or agents in connection with any dispute or litigation which may arise out of or in connection with this transaction or this Agreement as a result of Escrow Agent acting as the escrow agent under this Agreement and the Seller, waives any claim or right to assert a conflict arising out of or in connection with the foregoing.

SECTION 20: GENERAL PROVISIONS

20.1 Entire Agreement. This Agreement, and all the Exhibits referenced herein and annexed hereto, contain the final, complete and entire agreement of the parties hereto with respect to the matters contained herein, and no prior agreement or understanding pertaining to any of the matters connected with this transaction shall be effective for any purpose. Except as may be otherwise expressly provided herein, the agreements embodied herein may not be amended except by an agreement in writing signed by the parties hereto.

20.2 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida.

20.3 Further Assurances. Seller and Purchaser each agrees to execute and deliver to the other such further documents or instruments as may be reasonable and necessary in furtherance of the performance of the terms, covenants and conditions of this Agreement. This covenant shall survive the Closing.

20.4 Interpretation. The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, limit to expand the scope or content of this Agreement or any provision hereto. If any party to this Agreement is made up of more than one Person, then all such Persons shall be included jointly and severally, even though the defined term for such party is used in the singular in this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. If any words or phrases in this Agreement shall have been stricken out or otherwise eliminated, whether or not any other words or phrases have been added, this Agreement shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this Agreement and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out or otherwise eliminated.

20.5 Counterparts. This Agreement may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all of the parties of this Agreement. Facsimile copies shall be deemed originals.

20.6 Non-waiver. No waiver by Seller or Purchaser of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such party. No delay or omission in the

exercise of any right or remedy accruing to Seller or Purchaser upon any breach under this Agreement shall impair such right to remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Seller or Purchaser of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other breach, or of a subsequent breach of the same or any other term, covenant or condition herein contained.

20.7 Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by applicable law. If any provisions of this Agreement or the application thereof to any Person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties as contained herein, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

20.8 Exhibits. The Exhibits referred in and attached to this Agreement are incorporated herein in full by this reference.

20.9 Attorneys' Fees. In the event of any controversy, claim or dispute between the parties arising from or relating to this Agreement (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover reasonable costs, expenses and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.

20.10 Business Days. If any date provided for in this Agreement shall fall on a day which is not a Business Day, the date provided for shall be deemed to refer to the next Business Day.

20.11. Time is of the Essence. Time is of the essence in this Agreement.

20.12 No Personal Liability of Commission Members, Administrative Officials or Representatives of Purchaser. Seller acknowledges that this Agreement is entered into by a municipal corporation as Purchaser and Seller agrees no individual commission member, administrative official or representative of Purchaser shall have any personal liability under this Agreement or any document executed in connection with the transactions contemplated by this Agreement.

20.13 Effective Date. For purposes of calculation of all time periods within which Seller or Purchaser must act or respond as herein described, all phrases such as "the date of this Agreement", "the date of execution of this Agreement" or any other like phrase referring to the date of the Agreement, shall mean and refer to the "Effective Date" of this Agreement.

20.14 Radon Disclosure. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Pursuant to §404.056(8), Florida Statutes.

20.15 Waiver of Trial by Jury. SELLER AND PURCHASER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT AND ANY OTHER DOCUMENT OR INSTRUMENT NOW OR HEREAFTER EXECUTED AND DELIVERED IN CONNECTION THEREWITH.

20.16 No Negotiation With Other Persons. Seller agrees not to contract to sell or enter into negotiations for the sale of the Property to any person or entity other than Purchaser for so long as

this Agreement is in effect.

20.17 Assignment. Purchaser may assign its rights under this Agreement.

20.18 Like Kind Exchange. Seller may exchange title in the Property for other property of like kind within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (the “Exchange”). Seller reserves the right to assign Seller’s rights, but not Seller’s obligations hereunder, to a qualified intermediary as provided in Treas. Reg. Section 1.1031(k)-1(g)(4) (the “Qualified Intermediary”), on or before the Closing. Purchaser agrees to cooperate with Seller in Seller’s attempts to affect an Exchange provided that Purchaser shall not be required to incur additional expenses or to take title to any real estate other than the Property and the Closing shall not be delayed as a result of the Exchange.

[Signatures appear on next page]

DRAFT

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed, as of the day and year first above written.

WITNESSES:

Name: _____

Name: _____

SELLER:

**COMMUNITY CHURCH OF
LAUDERDALE-BY-THE-SEA, INC.,** a
Florida not for profit corporation

By: _____

Name: _____

Title: _____

Date: _____, 2019

DRAFT

PURCHASER:

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

By: _____

Name: William Vance

Title: Town Manager

Attest:

By: _____

Town Clerk

Date: _____, 2019 _____

**Approved as to legal form
and sufficiency:**

By: _____

Name: Chris Vincent

Title: Mayor

By: _____

Town Attorney

Date: _____, 2019 2015

By: _____

Name: Tony Bryan

Title: Finance Director

Date: _____, 2019

ESCROW AGENT:

Weiss Serota Helfman Cole & Bierman,
P.L.

By: _____

Name: _____, Esq.

Date: _____

DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY TRANSACTION

This disclosure contains a list of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described in the Agreement above as required by Florida Statute Section 286.23.

Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the Property:

Name	Address
None.	

This disclosure is made and given by Seller with full knowledge regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations herein.

COMMUNITY CHURCH OF LAUDERDALE-BY-THE-SEA, INC., a Florida not for profit corporation

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)
)
COUNTY OF BROWARD) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ who (check one) ☐ is personally known to me or ☐ has produced a _____ as identification.

My Commission Expires:

Notary Public
Print Name: _____

EXHIBIT "A"

LEGAL DESCRIPTION

DRAFT

EXHIBIT "B"

STATUTORY WARRANTY DEED

This instrument prepared
by: Record and return to:

Eduardo M. Soto, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134

Tax Folio Identification Number: a portion of 494318014040

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED is made and executed this _____ day of _____, 2019, by **COMMUNITY CHURCH OF LAUDERDALE-BY-THE-SEA, INC.**, a Florida not for profit corporation (the "Grantor"), whose mailing address is 4433 Bougainvillea Drive, Lauderdale-By-The-Sea, Florida 33308 to the **TOWN OF LAUDERDALE-BY-THE-SEA**, a Florida municipal corporation, whose mailing address is 4501 Ocean Drive Lauderdale-By-The-Sea, Florida 33308 (the "Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee the real property (the "Property") located in Broward County, Florida, and more particularly described as:

[LEGAL DESCRIPTION]

SUBJECT TO:

1. All restrictions, reservations, easements, covenants, agreements, limitations and other matters appearing of record, provided the foregoing shall not act to reimpose same;
2. The lien of all ad valorem real estate taxes and assessments subsequent to the date hereof and subsequent years
3. All laws, ordinances, and governmental regulations, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; and
4. All matters which would be disclosed by an accurate survey of the Property.

TOGETHER with all the tenements, hereditaments and appurtenances belonging or in any way appertaining to the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor does hereby specially warrant the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused this Statutory Warranty Deed to be executed as of the day and year first written above.

WITNESSES:

Name: _____

Name: _____

GRANTOR:

**COMMUNITY CHURCH OF
LAUDERDALE-BY-THE-SEA, INC.,** a
Florida not for profit corporation

By: _____

Name: _____

Title: _____

Date: _____, 2019

STATE OF FLORIDA)

) SS:

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____ who (check one) ☐ is personally known to me or ☐ has produced a driver's license as identification.

My Commission Expires:

Notary Public

Print Name: _____

EXHIBIT "C"
BILL OF SALE

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **COMMUNITY CHURCH OF LAUDERDALE-BY-THE-SEA, INC.**, a Florida not for profit corporation ("Seller"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) lawful money of the United States, to it paid by the **TOWN OF LAUDERDALE-BY-THE-SEA**, a Florida municipal corporation ("Purchaser"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the Purchaser, its successors and assigns, the following goods and chattels:

All of the tangible personal property of Seller used in connection with and located in, on or at the real property legally described as:

[LEGAL DESCRIPTION]

TO HAVE AND TO HOLD the same unto the Purchaser, its successors and assigns forever.

AND Seller does, for itself and its heirs, executors and administrators, covenant to and with the Purchaser, its successors and assigns, that Seller is the lawful owner of the Personal Property; that they are free from all encumbrances; that Seller has good right to sell the same aforesaid, and that Seller will warrant and defend the sale of the Personal Property hereby made, unto the Purchaser, its successors and assigns against the lawful claims and demands of all persons claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this Statutory Warranty Deed to be executed as of the day and year first written above.

WITNESSES:

Name: _____

Name: _____

GRANTOR:

**COMMUNITY CHURCH OF
LAUDERDALE-BY-THE-SEA, INC.,** a
Florida not for profit corporation

By: _____

Name: _____

Title: _____

Date: _____, 2019

STATE OF FLORIDA)

)

COUNTY OF BROWARD)

SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____ who (check one) ☐ is personally known to me or ☐ has produced a driver's license as identification.

My Commission Expires:

Notary Public

Print Name: _____

EXHIBIT "D"

FORM OF SECTION 1445 CERTIFICATE

SECTION 1445 CERTIFICATE

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

BEFORE ME, the undersigned authority, personally appeared _____ ("Affiant")
who being first duly sworn upon oath, deposes and says:

1. That the Affiant is the _____ of **COMMUNITY CHURCH OF LAUDERDALE-BY-THE-SEA, INC.**, a Florida not for profit corporation ("the Seller").
2. That the Seller is the owner of fee simple title to the real property located in Broward County, Florida, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof ("Property").
3. Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, that withholding of tax is not required upon the disposition of a U.S. real property interest by the Seller, Affiant hereby certifies the following:
 - 3.1 The Seller is not a foreign person, foreign corporation, foreign company, foreign trust, or foreign estate for the purposes of U.S. income taxation (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
 - 3.2 The Seller's taxpayer identification number is 59-0942269.
 - 3.3 The Seller's address is 4433 Bougainville Drive, Lauderdale-By-The-Sea, Florida 33308.
 - 3.4 Affiant understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

FURTHER AFFIANT SAYETH NAUGHT.

Sworn to and subscribed before me this _____ Day of _____, 2019 by

_____, who (check one) ☐ is personally known to me or ☐ has produced a
_____ driver's license as identification.

My Commission Expires:

Notary Public
Print Name: _____

EXHIBIT "E"

FORM OF GENERAL ASSIGNMENT

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (the "Assignment") is made and entered into this ____ day of _____ 2019, by and between **COMMUNITY CHURCH OF LAUDERDALE-BY-THE-SEA, INC.**, a Florida not for profit corporation (the "Assignor") and **TOWN OF LAUDERDALE-BY-THE-SEA**, a Florida municipal corporation (the "Assignee").

RECITALS

1. On the date hereof, Assignor has sold and conveyed to Assignee that certain real property located in Broward County, Florida, and more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, pursuant to that certain Purchase and Sale Agreement dated _____, 2016, between Assignor and Assignee (the "Agreement").
2. The Property is subject to the Intangible Property (as defined below).
3. The Agreement provides that Assignor shall transfer to Assignee all of Assignor's right, title and interest in and to the Intangible Property.
4. Assignor desires to assign and convey to Assignee, and Assignee desires to accept, all of Assignor's right, title and interest in and to the Intangible Property pertaining to the Property pursuant to the terms and conditions of the Agreement

NOW, THEREFORE, for Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference.
2. Assignment and Acceptance. Assignor hereby sells, assigns, conveys, grants and sets over unto Assignee all of Assignor's right, title and interest, if any, in and to any and all intangible property owned by Assignor and used solely in connection with and relating solely to the ownership, use, development, operation, management, occupancy or maintenance of the Property including, but not limited to, all consents, notices of completion, environmental and utility permits and approvals authorizations, variances, waivers, licenses, permits, certificates and approvals from any governmental authority or quasi-governmental authority issued or granted with respect to the Property as well as all public and private Agreement rights and development or usage rights of Assignor relating directly and solely to the Property (collectively, the "Intangible Property"), if any. Assignor hereby warrants and represents to Assignee that the Intangible Property is conveyed by Assignor to Assignee free and clear of all liens, encumbrances, and security interests whatsoever.
3. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. Applicable Law. This Assignment shall be governed by and construed under the laws of the State of Florida.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed as of the day and year first above written.

Witnesses:

Print Name: _____

Print Name: _____

ASSIGNOR:

**COMMUNITY CHURCH OF
LAUDERDALE-BY-THE-SEA, INC.,** a
Florida not for profit corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

TOWN OF LAUDERDALE-BY-THE-SEA, a
Florida municipal corporation

Attest:

Town Clerk

By: _____
William Vance, Town Manager

**Approved as to legal form
and sufficiency:**

By: _____
Town Attorney

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this __ day of _____, 2019 by _____ who (check one) ☐ is personally known to me or ☐ has produced a driver's license as identification.

My Commission Expires:

Notary Public
Print Name: _____

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this __ day of _____, 2019 by _____, as the _____ of Town of Lauderdale-By-The-Sea, on behalf of the town, who (check one) ☐ is personally known to me or ☐ has produced a driver's license as identification.

My Commission Expires:

Notary Public
Print Name: _____



Town Commission Agenda Item Report

Meeting Date: May 28, 2019

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title:

Update to Schedule of Authorized Positions

Explanation:

The Town Manager is proposing to make some organizational changes. Specifically, he would like to:

- Defund the Deputy Town Manager position (salary range \$94,958.79 - \$142,438.93) to Finance Director (salary range (\$86,130.42 - \$129,196.30), and
- Defund the Assistant Town Manager position (salary range \$90,436.94 - \$135,656.12) to an Assistant To the Town Manager (salary range \$52,877.22 - \$79,315.19).

Although these changes will result in a net reduction of the Town's personnel costs, the budget will need to be amended to reallocate the monies that are currently in the FY 2018/2019 budget to cover the cost of the Town's personnel, differently. The budget amendment is presented elsewhere on tonight's agenda.

The total number of authorized Town positions will not be changed.

Recommendation:

We recommend the Commission approve the attached Schedule of Authorized Positions (Exhibit 1), which defunds the Deputy Town Manager position to Finance Director and defunds the Assistant Town Manager position to Assistant to the Town Manager.

Attachments:

[Agenda Memo.pdf](#)

[Ex1 Amended FY19 Positions Table 5-28-19.xlsx](#)



Town Commission Agenda Item Report

Meeting Date: May 28, 2019

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title:

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Explanation:

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Although these changes will result in a net reduction of the Town's personnel costs, the budget will need to be amended to reallocate the monies that are currently in the FY 2018/2019 budget to cover the cost of the Town's personnel, differently. The budget amendment is presented elsewhere on tonight's agenda.

The total number of authorized Town positions will not be changed.

Recommendation:

We recommend the Commission approve the attached Schedule of Authorized Positions (Exhibit 1), which defunds the Deputy Town Manager position to Finance Director and defunds the Assistant Town Manager position to Assistant to the Town Manager.

Attachments:

[Ex1 Amended FY19 Positions Table 5-28-19.xlsx](#)

FY19
Schedule of Authorized Positions

DEPARTMENT & TITLE	AUTHORIZED POSITIONS				FY19 Budget		
	FY15	FY16	FY17	FY18 Revised	FY19 Approved	FY19 Revised	Proposed Changes
GENERAL FUND - 001							
511 Town Commission							
Mayor	1.0	1.0	1.0	1.0	1.0	1.0	
Vice-Mayor	1.0	1.0	1.0	1.0	1.0	1.0	
Commissioner	3.0	3.0	3.0	3.0	3.0	3.0	
Total Commission	5.0	5.0	5.0	5.0	5.0	5.0	0.0
513 Administration							
Town Manager	0.8	0.8	0.8	0.75	0.75	0.75	
Deputy Town Manager			0.85	0.75	0.75	0.75	-0.75
Assistant to the TM	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Senior Office Specialist	1.85	1.85	1.85	1.75	1.75	1.75	
Town Clerk	1.0	1.0	1.0	1.0	1.0	1.0	
Deputy Clerk	1.0						
Finance Director	0.95	0.85					0.75
Accountant	1.0	1.0	1.0	1.0	1.0	1.0	
Accounting Specialist	1.0	1.0	1.0	1.0	1.0	1.0	
Total Administration	8.6	7.5	7.5	7.3	7.3	7.3	1.0
524 Development Services							
Assistant Town Manager	0.4	0.4	0.4	0.5	0.5	0.5	-0.5
Development Services Director		1.0	1.0	1.0	1.0	1.0	
Ass't Director /Town Planner	1.0						
Senior Office Specialist	1.0	1.0					
Planner			1.0	2.0	2.0	2.0	
Planning Technician	0.8	1.0	1.0	1.0	1.0	1.0	
Code Enforcement Officer							
Building Official							
Zoning & Permit Administrator							
Permit Administrator							
Plan Review (4 disciplines & inspections)							
Total Development Services	3.20	3.40	3.40	4.5	4.5	4.5	-0.5
519 General Government							
Assistant Town Manager	0.35	0.4	0.4	0.5	0.5	0.5	-0.5
Public Information Officer	1.0	1.0	1.0	1.0	1.0	1.0	
Total General Government	1.35	1.4	1.4	1.5	1.5	1.5	-0.5
521 Police							
Police Chief / Captain	0.35	0.4	0.4	0.5	0.5	0.5	
Executive Officer / Lieutenant							
Administrative Specialist							
Sergeants							
Deputy Sheriffs							
Deputy Sheriff (motorcycle)							
Community Safety Aid							
Receptionists	1.0	1.0	1.0	1.0	1.0	1.0	
Total Police	1.35	1.4	1.4	1.5	1.5	1.5	0.0
541 Municipal Services							
Public Works - 541.100							
Municipal Services Director	0.8	0.8	0.8	0.8	0.7	0.7	
Assistant Director	1.0	1.0					
Senior Office Specialist	1.0	1.0	1.0	1.0	1.0	1.0	
Maintenance Supervisor	1.0	1.0	2.0	2.0	2.0	2.0	
Maintenance Worker II	7.0	6.75	6.75	6.75	7.75	7.75	
Maintenance Worker I	3.75	5.00	5.00	5.00	5.00	5.00	
Total Public Works	14.55	15.55	15.55	15.55	16.45	16.45	0.0
Visitor Center - 511.200							
Maintenance Worker I	0.25	0.25	0.25	0.25	0.25	0.25	
Total Visitor Center	0.25	0.25	0.25	0.25	0.25	0.25	0.0
GENERAL FUND TOTAL	32.95	33.10	33.10	34.05	34.95	34.95	0.0

FY19
Schedule of Authorized Positions

DEPARTMENT & TITLE	AUTHORIZED POSITIONS				FY19 Budget		
	FY15	FY16	FY17	FY18 Revised	FY19 Approved	FY19 Revised	Proposed Changes
SEWER FUND - 103							
Town Manager	0.1	0.1	0.1	0.1	0.1	0.1	
Municipal Services Director	0.2	0.2	0.2	0.2	0.2	0.2	
Maintenance Worker III			1.0	1.0	1.0	1.0	
Maintenance Worker II	1.0	1.0					
TOTAL SEWER FUND	1.3	1.3	1.3	1.3	1.3	1.3	0.0
FIRE - 115							
Fire Chief (c)							
Deputy Fire Chief (c)							
Fire Marshall / Inspector (c)							
Battalion Chief (c)							
Fire Administrator (c)							
Safety Officer (c)							
Training Officer (c)							
Captain							
Lieutenant							
Driver/Engineer							
Fire Fighters							
Office Administrator							
(c) = required in contract							
TOTAL FIRE FUND	0.0	0.0	0.0	0.0	0.0	0.0	0.0
CAPITAL IMPROVEMENT FUND - 300							
Town Manager	0.1	0.1	0.1	0.1	0.1	0.1	
Municipal Services Director					0.1	0.1	
Maintenance Worker II	1.0	1.0	1.0	1.0	0.0	0.0	
TOTAL CAPITAL FUND	1.1	1.1	1.1	1.1	0.2	0.2	0.0
PARKING FUND - 310							
Town Manager				0.05	0.05	0.05	
Deputy Town Manager			0.15	0.25	0.25	0.25	-0.25
Assistant Town Manager	0.25	0.20	0.20	0.00	0.00	0.00	
Finance Director	0.05	0.15					0.25
Parking Supervisor				1.00	1.00	1.00	
Meter Repair Technician		1.0	1.0				
Senior Office Specialist	0.15	0.15	0.15	0.25	0.25	0.25	
Parking Enforcement Officers							
Total Parking Fund	0.45	1.5	1.5	1.6	1.6	1.6	0.0
TOTAL POSITIONS - ALL FUNDS	35.80	37.0	37.0	38.0	38.0	38.0	0.0
Total Employee and Contracts:					79.3		

FY19
Schedule of Authorized Positions

Contracts
0.0
0.0
2.25
1.0
1.0
1.0
2.0
7.25
0.0
1.0
1.0
1.0
3.0
18.0
1.0
1.0
0.75
26.8
0.0
0.0
34.0

FY19
Schedule of Authorized Positions

Contracts
0.0
1.0
1.0
1.0
0.0
0.0
1.0
4.0
0.0
0.0
0.0
1.0
2.25
3.25
41.3

DEPARTMENT & TITLE	AUTHORIZED POSITIONS						FY18 Budget	
	FY12	FY13	FY14	FY15	FY16	FY17 Revised	FY18 Revised	Proposed Changes
GENERAL FUND - 001								
Town Commission - 511								
Mayor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
Vice-Mayor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
Commissioner	3.0	3.0	3.0	3.0	3.0	3.0	3.0	
Total Commission	5.0	5.0	5.0	5.0	5.0	5.0	5.0	0.0
Administration - 513								
Town Manager	0.8	0.8	0.8	0.8	0.8	0.8	0.75	
Deputy Town Manager						0.85	0.75	
Assistant to the TM		1.0	1.0	1.0	1.0	1.0	1.0	
Senior Office Specialist	1.75	1.75	1.85	1.85	1.85	1.85	1.75	
Town Clerk	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
Deputy Clerk	1.0	1.0	1.0	1.0				
Finance Director	1.0	0.9	0.95	0.95	0.85			
Accountant	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
Accounting Specialist	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
Total Administration	7.55	8.45	8.6	8.6	7.5	7.5	7.3	0.0
Development Services - 524								
Assistant Town Manager		0.5	0.45	0.4	0.4	0.4	0.5	
Development Services Director					1.0	1.0	1.0	
Ass't Director /Town Planner				1.0				
Town Planner	1.0	1.0	1.0					
Zoning/Code Supervisor	1.0							
Senior Office Specialist	1.0	1.0	1.0	1.0	1.0			
Code Enforcement Officer	1.0							
Planner						1.0	1.0	
Planning Technician				0.8	1.0	1.0	1.0	
Total Development Services	4.0	2.5	2.45	3.20	3.40	3.40	3.5	0.0
General Government - 519								
Assistant Town Manager	0.8	0.5	0.4	0.35	0.4	0.4	0.5	
Public Information Officer	0.75	0.75	0.75	1.0	1.0	1.0	1.0	
Total General Government	1.55	1.25	1.15	1.35	1.4	1.4	1.5	0.0
Municipal Services								
Public Works - 541.100								
Assistant to Town Manager	1.0							
Municipal Services Director	0.8	0.8	0.8	0.8	0.8	0.8	0.8	
Assistant Director				1.0	1.0			
Senior Office Specialist	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
Maintenance Supervisor	2.0	2.0	2.0	1.0	1.0	2.0	2.0	
Maintenance Worker II	4.0	5.0	5.0	7.0	6.75	6.75	6.75	
Maintenance Worker I	4.75	4.75	4.75	3.75	5.00	5.00	5.00	
Total Public Works	13.55	13.55	13.55	14.55	15.55	15.55	15.55	0.0
Visistor Center - 511.200								
Maintenance Worker I	0.25	0.25	0.25	0.25	0.25	0.25	0.25	
Total Visitor Center	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.0
GENERAL FUND TOTAL	31.90	31.00	31.00	32.95	33.10	33.10	33.05	0.0
SEWER FUND								
Town Manager	0.1	0.1	0.1	0.1	0.1	0.1	0.1	
Mun Services Director	0.2	0.2	0.2	0.2	0.2	0.2	0.2	
Maintenance Worker III						1.0	1.0	
Maintenance Worker II	1.0	1.0	1.0	1.0	1.0			
TOTAL SEWER FUND	1.3	1.3	1.3	1.3	1.3	1.3	1.3	0.0
CAPITAL IMPROVEMENT FUND								
Town Manager	0.1	0.1	0.1	0.1	0.1	0.1	0.1	
Project Manager	1.0	1.0	1.0					
Maintenance Worker II				1.0	1.0	1.0	1.0	
TOTAL CAPITAL FUND	1.1	1.1	1.1	1.1	1.1	1.1	1.1	0.0
PARKING FUND								
Town Manager							0.05	
Deputy Town Manager						0.15	0.25	
Assistant Town Manager	0.2		0.15	0.25	0.20	0.20	0.00	
Finance Director		0.1	0.05	0.05	0.15			
Parking Supervisor	1.0						1.00	1.0
Meter Repair Technician	1.0				1.0	1.0		-1.0
Parking Enforcement Officers	2.0							
Senior Office Specialist	0.25	0.25	0.15	0.15	0.15	0.15	0.25	
Total Parking Fund	4.45	0.35	0.35	0.45	1.5	1.5	1.6	0.0
TOTAL POSITIONS - ALL FUNDS	38.75	33.75	33.75	35.80	37.0	37.0	37.0	0.0

DEPARTMENT & TITLE	AUTHORIZED POSITIONS						FY18 Budget	
	FY12	FY13	FY14	FY15	FY16	FY17 Revised	FY18 Recommended	Proposed Changes
GENERAL FUND - 001								
Town Commission - 511								
Mayor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Vice-Mayor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Commissioner	3.0	3.0	3.0	3.0	3.0	3.0	3.0	0.0
Total Commission	5.0	5.0	5.0	5.0	5.0	5.0	5.0	0.0
Administration - 513								
Town Manager	0.8	0.8	0.8	0.8	0.8	0.8	0.75	-0.1
Deputy Town Manager						0.85	0.75	-0.1
Assistant to the TM		1.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Office Specialist	1.75	1.75	1.85	1.85	1.85	1.85	1.75	-0.1
Town Clerk	1.0	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Deputy Clerk	1.0	1.0	1.0	1.0				0.0
Finance Director	1.0	0.9	0.95	0.95	0.85			0.0
Accountant	1.0	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Accounting Specialist	1.0	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Total Administration	7.55	8.45	8.6	8.6	7.5	7.5	7.3	-0.3
Development Services - 524								
Assistant Town Manager		0.5	0.45	0.4	0.4	0.4	0.5	0.1
Development Services Director					1.0	1.0	1.0	0.0
Ass't Director /Town Planner				1.0				0.0
Town Planner	1.0	1.0	1.0					0.0
Zoning/Code Supervisor	1.0							0.0
Senior Office Specialist	1.0	1.0	1.0	1.0	1.0			0.0
Code Enforcement Officer	1.0							0.0
Planner						1.0	1.0	0.0
Planning Technician				0.8	1.0	1.0	1.0	0.0
Total Development Services	4.0	2.5	2.45	3.20	3.40	3.40	3.50	0.10
General Government - 519								
Assistant Town Manager	0.8	0.5	0.4	0.35	0.4	0.4	0.5	0.1
Public Information Officer	0.75	0.75	0.75	1.0	1.0	1.0	1.0	0.0
Total General Government	1.55	1.25	1.15	1.35	1.4	1.4	1.5	0.1
Municipal Services								
Public Works - 541.100								
Assistant to Town Manager	1.0							0.0
Municipal Services Director	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.0
Assistant Director				1.0	1.0			0.0
Senior Office Specialist	1.0	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Maintenance Supervisor	2.0	2.0	2.0	1.0	1.0	2.0	2.0	0.0
Maintenance Worker II	4.0	5.0	5.0	7.0	6.75	6.75	6.75	0.0
Maintenance Worker I	4.75	4.75	4.75	3.75	5.00	5.00	5.00	0.0
Total Public Works	13.55	13.55	13.55	14.55	15.55	15.55	15.55	0.00
Visistor Center - 511.200								
Maintenance Worker I	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.0
Total Visitor Center	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.00
GENERAL FUND TOTAL	31.90	31.00	31.00	32.95	33.10	33.10	33.05	-0.1
SEWER FUND								
Town Manager	0.1	0.1	0.1	0.1	0.1	0.1	0.1	
Mun Services Director	0.2	0.2	0.2	0.2	0.2	0.2	0.2	
Maintenance Worker III						1.0	1.0	
Maintenance Worker II	1.0	1.0	1.0	1.0	1.0			
TOTAL SEWER FUND	1.3	1.3	1.3	1.3	1.3	1.3	1.3	0.0
CAPITAL IMPROVEMENT FUND								
Town Manager	0.1	0.1	0.1	0.1	0.1	0.1	0.1	
Project Manager	1.0	1.0	1.0					
Maintenance Worker II				1.0	1.0	1.0	1.0	
TOTAL CAPITAL FUND	1.1	1.1	1.1	1.1	1.1	1.1	1.1	0.0
PARKING FUND								
Town Manager							0.05	0.05
Deputy Town Manager						0.15	0.25	0.10
Assistant Town Manager	0.2		0.15	0.25	0.20	0.20	0.00	-0.20
Finance Director		0.1	0.05	0.05	0.15			0.00
Parking Enforcement Supervisor	1.0							0.00
Meter Repair Technician	1.0				1.0	1.0	1.0	0.00
Parking Enforcement Officers	2.0							0.00
Senior Office Specialist	0.25	0.25	0.15	0.15	0.15	0.15	0.25	0.10
Total Parking Fund	4.45	0.35	0.35	0.45	1.5	1.5	1.6	0.1
TOTAL POSITIONS - ALL FUNDS	38.75	33.75	33.75	35.80	37.0	37.0	37.0	0.0

Town of Lauderdale-By-The-Sea

Comparative Position Count

DEPARTMENT & TITLE	POSITION COUNT						
	FY12	FY13	FY14	FY15	FY16	FY17	+ (-) from FY 16
GENERAL FUND - 001							
Town Commission - 511							
Mayor	1.00	1.00	1.00	1.00	1.00	1.00	
Vice-Mayor	1.00	1.00	1.00	1.00	1.00	1.00	
Commissioner	3.00	3.00	3.00	3.00	3.00	3.00	
Total Commission	5.00	5.00	5.00	5.00	5.00	5.00	0.00
Administration - 513							
Town Manager	0.80	0.80	0.80	0.80	0.80	0.80	
Assistant to the TM		1.00	1.00	1.00	1.00	1.00	
Senior Office Specialist	1.75	1.75	1.85	1.85	1.85	1.85	
Town Clerk	1.00	1.00	1.00	1.00	1.00	1.00	
Deputy Clerk	1.00	1.00	1.00	1.00			
Finance Director	1.00	0.90	0.95	0.95	0.85	0.85	
Accountant	1.00	1.00	1.00	1.00	1.00	1.00	
Accounting Specialist	1.00	1.00	1.00	1.00	1.00	1.00	
Total Administration	7.55	8.45	8.60	8.60	7.50	7.50	0.00
Development Services - 524							
Assistant Town Manager		0.50	0.45	0.40	0.40	0.40	
Development Services Director					1.00	1.00	
Ass't Director /Town Planner				1.00			
Town Planner	1.00	1.00	1.00				
Zoning/Code Supervisor	1.00						
Senior Office Specialist	1.00	1.00	1.00	1.00	1.00	0.00	
Code Enforcement Officer	1.00						
Planning Technician				0.80	1.00	2.00	
Total Development Services	4.00	2.50	2.45	3.20	3.40	3.40	0.00
General Government - 519							
Assistant Town Manager	0.80	0.50	0.40	0.35	0.40	0.40	
Public Information Officer	0.75	0.75	0.75	1.00	1.00	1.00	
Total General Government	1.55	1.25	1.15	1.35	1.40	1.40	0.00
Municipal Services							
Public Works - 541.100							
Assistant to Town Manager	1.00						
Municipal Services Director	0.80	0.80	0.80	0.80	0.80	0.80	
Senior Office Specialist	1.00	1.00	1.00	1.00	1.00	1.00	
Assistant Director				1.00	1.00	1.00	
Maintenance Supervisor	2.00	2.00	2.00	1.00	1.00	1.00	
Maintenance Worker II	4.00	5.00	5.00	7.00	6.75	6.75	
Maintenance Worker I	4.75	4.75	4.75	3.75	5.00	5.00	
Total Public Works	13.55	13.55	13.55	14.55	15.55	15.55	0.00

Town of Lauderdale-By-The-Sea

Comparative Position Count

DEPARTMENT & TITLE	POSITION COUNT						
	FY12	FY13	FY14	FY15	FY16	FY17	+ (-) from FY 16
Chamber Facility - 511.200							
Maintenance Worker I	0.25	0.25	0.25	0.25	0.25	0.25	
Total Chamber Facility	0.25	0.25	0.25	0.25	0.25	0.25	0.00
GENERAL FUND TOTAL	31.90	31.00	31.00	32.95	33.10	33.10	0.00
SEWER FUND							
Town Manager	0.10	0.10	0.10	0.10	0.10	0.10	
Mun Services Director	0.20	0.20	0.20	0.20	0.20	0.20	
Maintenance Worker II	1.00	1.00	1.00	1.00	1.00	1.00	
TOTAL SEWER FUND	1.30	1.30	1.30	1.30	1.30	1.30	0.00
CAPITAL IMPROVEMENT FUND							
Town Manager	0.10	0.10	0.10	0.10	0.10	0.10	
Project Manager	1.00	1.00	1.00				
Maintenance Worker II				1.00	1.00	1.00	
TOTAL CAPITAL FUND	1.10	1.10	1.10	1.10	1.10	1.10	0.00
PARKING FUND							
Assistant Town Manager	0.20		0.15	0.25	0.20	0.20	
Finance Director		0.10	0.05	0.05	0.15	0.15	
Parking Enforcement Supervisor	1.00						
Meter Repair Technician	1.00				1.00	1.00	
Parking Enforcement Officers	2.00						
Senior Office Specialist	0.25	0.25	0.15	0.15	0.15	0.15	
Total Parking Fund	4.45	0.35	0.35	0.45	1.50	1.50	0.00
TOTAL POSITIONS - ALL FUNDS	38.75	33.75	33.75	35.80	37.00	37.00	0.00

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Town Commission Agenda Item Report

Meeting Date: May 28, 2019

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title:

AUTHORIZE NEGOTIATIONS FOR INTERLOCAL AGREEMENT WITH THE CITY OF FORT LAUDERDALE FOR HURRICANE/DISASTER DEBRIS REMOVAL AND DISPOSAL

Explanation:

In 2017, Hurricane Irma hit South Florida, creating massive amounts of hurricane debris in the Town. Additionally, there were fuel shortages throughout Florida due to evacuations, return of evacuees, widespread use of generators, hurricane preparation, and ongoing rescue and recovery efforts. As such, the Town and the City of Fort Lauderdale ("City") agreed that resources can be used most efficiently and effectively, and fuel can be conserved if the Town sent its hurricane debris to the City for storage, processing, and transportation of processed debris, and disposal along with the City's own hurricane debris. Thus, the Town and City entered into an interlocal agreement for the City to use the City's contract with a certified debris management contractor to store, process, and transport processed debris, and to dispose of hurricane debris collected within the Town ("Interlocal Agreement"). Both the Town and City consulted with their respective contractors and consultants that this arrangement would not impair the eligibility of either party for reimbursement of its respective hurricane debris expenses related to Town debris. Each party was responsible for its own costs of collection and transportation of hurricane debris from the Town to the City.

The Florida Interlocal Cooperation Act of 1969 (Section 163.01, Fla. Stat.) authorizes municipalities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. Section 163.01(4) allows a municipality to exercise jointly with another municipality "any power, privilege, or authority which such agencies share in common and which each might exercise separately" by entering into an interlocal agreement.

The Interlocal Agreement and the arrangement prescribed therein satisfactorily fulfilled the Town's needs. Staff desire to enter into a similar interlocal agreement with the City for future hurricanes or disasters.

Recommendation:

We recommend the Commission to authorize staff to negotiate an interlocal agreement with the City of Fort Lauderdale for hurricane/disaster debris removal and disposal, similar to the proposed interlocal agreement attached hereto. We also recommend the Commission authorize the Town Manager to execute an interlocal agreement with the City of Fort Lauderdale in a form similar to the attached proposed interlocal agreement, provided that there are no substantial changes made.

Attachments:

[Agenda Memo.pdf](#)

[2019 Proposed Lauderdale By The Sea Interlocal Agreement.pdf](#)



Town Commission Agenda Item Report

Meeting Date: May 28, 2019

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Discussion Item

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Explanation:

In 2017, Hurricane Irma hit South Florida, creating massive amounts of hurricane debris in the Town. Additionally, there were fuel shortages throughout Florida due to evacuations, return of evacuees, widespread use of generators, hurricane preparation, and ongoing rescue and recovery efforts. As such, the Town and the City of Fort Lauderdale ("City") agreed that resources can be used most efficiently and effectively, and fuel can be conserved if the Town sent its hurricane debris to the City for storage, processing, and transportation of processed debris, and disposal along with the City's own hurricane debris. Thus, the Town and City entered into an interlocal agreement for the City to use the City's contract with a certified debris management contractor to store, process, and transport processed debris, and to dispose of hurricane debris collected within the Town ("Interlocal Agreement"). Both the Town and City consulted with their respective contractors and consultants that this arrangement would not impair the eligibility of either party for reimbursement of its respective hurricane debris expenses related to Town debris. Each party was responsible for its own costs of collection and transportation of hurricane debris from the Town to the City.

The Florida Interlocal Cooperation Act of 1969 (Section 163.01, Fla. Stat.) authorizes municipalities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. Section 163.01(4) allows a municipality to exercise jointly with another municipality "any power, privilege, or authority which such agencies share in common and which each might exercise separately" by entering into an interlocal agreement.

The Interlocal Agreement and the arrangement prescribed therein satisfactorily fulfilled the Town's needs. Staff desire to enter into a similar interlocal agreement with the City for future hurricanes or disasters.

Recommendation:

We recommend the Commission to authorize staff to negotiate an interlocal agreement with the City of Fort Lauderdale for hurricane/disaster debris removal and disposal, similar to the proposed interlocal agreement attached hereto. We also recommend the Commission authorize the Town Manager to execute an interlocal agreement with the City of Fort Lauderdale in a form similar to the attached proposed interlocal agreement, provided that there are no substantial changes made.

Attachments:

[2019 Proposed Lauderdale By The Sea Interlocal Agreement.pdf](#)

HURRICANE/DISASTER DEBRIS REMOVAL AND DISPOSAL INTERLOCAL AGREEMENT

This Agreement, made and entered into this the _____ day of _____, 2019, is by and between the City of Fort Lauderdale ("**CITY**") and Town of Lauderdale-By-The-Sea ("**TOWN**") (collectively, the "**Parties**"), both municipal corporations organized and existing pursuant to the laws of the State of Florida.

RECITALS

WHEREAS,

- A. In 2017, Hurricane Irma hit South Florida, creating massive amounts of hurricane debris in the Town.
- B. There were fuel shortages throughout Florida due to evacuations, return of evacuees, widespread use of generators, hurricane preparation, and ongoing rescue and recovery efforts.
- C. The **TOWN** is a small barrier island community of approximately 6000 residents, which has limited resources for hurricane recovery, while the **CITY** is the County seat and is a larger city with greater resources for hurricane recovery.
- D. The Florida Interlocal Cooperation Act of 1969 (Section 163.01, Fla. Stat.) authorizes municipalities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. Section 163.01(4) allows a municipality to exercise jointly with another municipality "any power, privilege, or authority which such agencies share in common and which each might exercise separately" by entering into an Interlocal Agreement ("**Agreement**").
- E. The **TOWN** and **CITY** have agreed that resources can be used most efficiently and effectively, and fuel can be conserved if the **TOWN** sends its hurricane debris to the City of Fort Lauderdale for storage, processing, and transportation of processed debris, and disposal along with the **CITY**'s own hurricane debris. Thus, through this Agreement, the **TOWN** desires to contract with the **CITY** for the **CITY** to store, process, and transport processed debris, and to dispose of hurricane debris collected within the **TOWN**.
- F. It is the intent of the parties that the **TOWN** shall be responsible for the costs of collection and transportation of hurricane debris from the **TOWN** to the **CITY** and remain eligible to seek reimbursement of these costs from any potential source.
- G. It is the further intent of the parties that the **CITY** will then take ownership of the hurricane debris from the **TOWN**, and be responsible for the further storage, processing, transportation, and disposal of the hurricane debris at the **TOWN's** expense.

- H. The **CITY** and the **TOWN** each warrant that they will approve, execute and ratify this Agreement as may be required by their respective laws.
- I. It is the intent of the **CITY** and **TOWN** that this Agreement will apply to future hurricanes or disasters.

NOW THEREFORE, in consideration of the terms, conditions, and covenants expressed herein, the parties agree as follows:

- 1. Pursuant to this Agreement, the **TOWN** shall:
 - a. Coordinate, in consultation with the **CITY**, debris transportation, storage, processing, and disposal following any hurricane or disaster pursuant to the terms and conditions of the **TOWN's** contracts with **TOWN** contractors and consultants.
 - b. Identify personnel to coordinate with **CITY** cleanup activity related to **TOWN** debris, whether within the **TOWN's** jurisdiction or elsewhere.
 - c. Use the **TOWN's** contracts currently approved for debris collection and monitoring by the **TOWN** to provide **TOWN** debris to the **CITY**.
 - d. **TOWN** will reimburse the **CITY** for the storage, transportation, processing, disposal, and monitoring of debris collected in or from the **TOWN** within forty-five (45) days following **CITY's** invoice or within forty-five (45) days following the **TOWN's** receipt of an invoice from the **CITY**, whichever is earlier. Invoices shall be submitted with appropriate supporting documentation sufficient for the Town to seek reimbursement from all available sources.
 - e. Cooperate in good faith with the **CITY** and **CITY** contractors in the disaster recovery and cleanup process. Respond in good faith to specific requests for assistance from the **CITY**.
 - f. Maintain **TOWN** contracts in good standing unless cancelled pursuant to the terms and conditions of the contracts, and, in the event that the contracts are terminated or modified, immediately notify the **CITY** of such termination or modification.
- 2. Pursuant to this Agreement, the **CITY** shall:
 - a. Coordinate, in consultation with the **TOWN**, debris storage, processing and disposal activities pursuant to the terms and conditions of the **CITY's** contracts with **CITY** contractors and consultants.
 - b. Identify personnel to coordinate with **TOWN** cleanup activity related to **TOWN** debris, whether within the **TOWN's** jurisdiction or elsewhere.
 - c. Use the contracts currently approved for debris storage, processing, disposal, and monitoring by the **CITY** to manage **TOWN** debris provided to the **CITY**.
 - d. Maintain the **CITY's** contracts in good standing unless cancelled pursuant to the terms and conditions of the contracts, and, in the event that the **CITY's**

contracts are terminated or modified, immediately notify the **TOWN** of such termination or modification.

3. This Agreement shall be in effect as of the date of execution and shall continue until terminated as provided in Section 4.

4. This Agreement may be terminated in whole or in part in writing by either party, provided that no termination may be effected unless the other party is given not less than thirty (30) days prior written notice of intent to terminate.

5. This Agreement may be modified only by the prior written approval of both parties.

6. Any notice from either party to the other party shall be in writing and shall be by certified U.S. mail, return receipt requested, or by overnight courier or by hand delivery.

Notice to the **CITY** shall be addressed as follows:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

Notice to the **TOWN** shall be addressed as follows:

Town Manager
Town of Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-TheSea, FL 33308

7. The parties shall defend, indemnify and hold each other and their officers, employees, volunteers, and agents, harmless from and against any and all losses, penalties, fines, damages, settlements, judgments, regulatory orders, regulatory consent orders, claims, costs, charges, expenses, or liabilities of any kind, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the other Party or by any officer, employee, agent, invitee, contractor, or subcontractor of the other Party in relation to this Agreement, and in connection with or arising out of any and all amounts owed the Party's contractors or consultants for work performed that is attributable to the debris stored, processed, transported, disposed of, or monitored on behalf of the **TOWN** pursuant to this Agreement or otherwise attributable to the **TOWN**.

8. If any provision of this Agreement is held by a court of competent jurisdiction to be unconstitutional, unenforceable, invalid, or illegal in any respect, such decision shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be necessary and appropriate, take such actions as are necessary to correct any such provision.

9. This Agreement contains the entire agreement between the parties, and cancels and supersedes all prior negotiations, representations, understandings, or

agreements, either written or oral, between the parties with respect to the subject matter hereof.

10. This Agreement is governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

11. The effectiveness of this Agreement is conditioned on the **TOWN's** filing this Agreement, at the **TOWN's** expense, with the Clerk of Circuit Court of Broward County, Florida, in accordance with Section 163.01, Florida Statutes (2018).

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

TOWN OF LAUDERDALE-BY-THE-SEA

Town Manager William Vance

ATTEST:

Town Clerk Tedra Allen

CITY OF FORT LAUDERDALE

ATTEST:

Jeffrey A. Modarelli, City Clerk

John P. "Jack" Seiler, Mayor

Lee R. Feldman, City Manager

Approved as to form:

Cynthia A. Everett, City Attorney

By: _____
Assistant City Attorney



Town Commission Agenda Item Report

Meeting Date: May 28, 2019

Submitted by: Tedra Allen

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: ORDINANCES 2nd Reading

Subject Title:

Ordinance 2019-03 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 5 "BEACHES AND WATERWAYS" OF THE TOWN'S CODE OF ORDINANCES TO CREATE SECTION 5-8, "PROHIBITION ON DISTRIBUTION OR SALE OF PLASTIC STRAWS"; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Explanation:

The proposed ordinance prohibits the sale or distribution of plastic straws in any Commercial Establishment, Town Facility, or on Town Property, or by any Special Event Permittee. The proposed ordinance defines, among other things, a Plastic Straw as "a straw or stirrer provided, sold, or distributed for the purpose of imbibing liquids or transferring a beverage from its container to the mouth of the drinker by suction, which is made predominantly of plastic derived from one or more of the following: petroleum, a biologically-based source (such as corn or other plants), or polystyrene, polypropylene, or polyethylene, and which is intended for a single-use."

There are limited exceptions to the prohibition on Plastic Straws. One exception is for pre-packaged drinks sold at Commercial Establishments (e.g., a Capri Sun juice pack). In addition, medical and dental facilities are exempt from the prohibition, as well as the school district, county, state, and federal governmental entities. Finally, where persons with medical or physical conditions need a reasonable accommodation, the ordinance will not apply.

The primary intent of the ordinance is to protect the environment and turtles, whose nesting season began March 1. Accordingly, the proposed ordinance provides for an immediate effective date. We note that some Town restaurants have already voluntarily switched away from plastic. However, there is a need to educate and inform those affected by the ordinance before enforcement begins, so the ordinance has a delayed enforcement date of August 15, 2019. Between final adoption and August 15, 2019, the Town will engage in a public education campaign to inform Commercial Establishments, users of Town facilities and properties, and Special Event Permittees of the provisions of the Ordinance and to provide assistance with identifying alternatives to plastic straws. The Ordinance delegates to the Town Manager the discretion to delay the start of enforcement of this ordinance as he deems necessary in the implementation of this new program.

Recommendation:

Approval of the ordinance on second reading.

Attachments:

[Agenda Memo.pdf](#)

[Plastic Straws Ordinance second reading.pdf](#)



Town Commission Agenda Item Report

Meeting Date: May 28, 2019

Submitted by: Tedra Allen

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: ORDINANCES 2nd Reading

Subject Title:

Ordinance 2019-03 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 5 "BEACHES AND WATERWAYS" OF THE TOWN'S CODE OF ORDINANCES TO CREATE SECTION 5-8, "PROHIBITION ON DISTRIBUTION OR SALE OF PLASTIC STRAWS"; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

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There are limited exceptions to the prohibition on Plastic Straws. One exception is for pre-packaged drinks sold at Commercial Establishments (e.g., a Capri Sun juice pack). In addition, medical and dental facilities are exempt from the prohibition, as well as the school district, county, state, and federal governmental entities. Finally, where persons with medical or physical conditions need a reasonable accommodation, the ordinance will not apply.

The primary intent of the ordinance is to protect the environment and turtles, whose nesting season began March 1. Accordingly, the proposed ordinance provides for an immediate effective date. We note that some Town restaurants have already voluntarily switched away from plastic. However, there is a need to educate and inform those affected by the ordinance before enforcement begins, so the ordinance has a delayed enforcement date of August 15, 2019. Between final adoption and August 15, 2019, the Town will engage in a public education campaign to inform Commercial Establishments, users of Town facilities and properties, and Special Event Permittees of the provisions of the Ordinance and to provide assistance with identifying alternatives to plastic straws. The Ordinance delegates to the Town Manager the discretion to delay the start of enforcement of this ordinance as he deems necessary in the implementation of this new program.

Recommendation:

Approval of the ordinance on second reading.

Attachments:

ORDINANCE 2019-03

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 5 “BEACHES AND WATERWAYS” OF THE TOWN’S CODE OF ORDINANCES TO CREATE SECTION 5-8, “PROHIBITION ON DISTRIBUTION OR SALE OF PLASTIC STRAWS”; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

1 **WHEREAS**, the Town of Lauderdale-By-The-Sea (“Town”) is committed to
2 environmental conscientiousness; and

3 **WHEREAS**, discarded plastic straws threaten wildlife and marine life and degrade and
4 litter the beaches and waters off of Florida’s coast, which include areas within the Town; and

5 **WHEREAS**, plastic straws constitute a portion of the litter in the Town’s streets, parks,
6 public places, and waterfront areas; and

7 **WHEREAS**, the use, sale, and distribution of plastic straws has a detrimental effect on the
8 Town’s environment; and

9 **WHEREAS**, several companies have announced plans to phase out and discontinue the
10 use of plastic straws in their establishments worldwide; various municipalities have adopted their
11 own plastic straw prohibitions; and members of the media and public have expressed their
12 satisfaction and concerns with plastic straw prohibitions; and

13 **WHEREAS**, the Town Commission finds that there are reasonable, environmentally-
14 friendly alternatives to plastic straws; and

15 **WHEREAS**, the Town Commission wishes to amend Chapter 5 of the Town’s Code to
16 create Section 5-8 to prohibit the sale, and distribution, ~~and use~~ of plastic straws in Commercial
17 Establishments and on Town facilities and properties, and by Special Event Permittees; and

WHEREAS, the Town Commission finds that this Ordinance is necessary for the preservation and improvement of the environment, public health, safety and welfare of the Town's residents and visitors.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT¹:

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

SECTION 2. Amendment. Chapter 5, “Beaches and Waterways,” of the Code of Ordinances, Article I, In General, is hereby amended as follows:

Chapter 5 – Beaches and Waterways

Article I. – In General

Sec. 5-8. Prohibition on Distribution, or Sale or Use of Plastic Straws.

(a) **Definitions.** For purposes of this section, the following definitions apply:

(1) *Commercial Establishment* means a property used for commercial purposes, such as a restaurant, café or retail stores.

(2) Plastic Straw means a straw or stirrer provided, sold, or distributed for the purpose of imbibing liquids or transferring a beverage from its container to the mouth of the drinker by suction or for the purpose of mixing a beverage, which is made predominantly of plastic derived from one or more of the following: petroleum, a biologically-based source (such as corn or other plants), or polystyrene, polypropylene, or polyethylene, and which is intended for a single-use. A Plastic Straw does not include a straw that is made of non-plastic materials, such as paper, sugar cane, bamboo, or other similar materials.

(3) Special Event Permittee means any person or entity, and their subcontractor(s), issued a special event permit by the Town pursuant to Article VIII Special Events of Chapter 17 Streets, Sidewalks and Other Places.

¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~strikethrough~~. Changes to the text from first to second reading are shown in double underline or ~~double strikethrough~~.

(4) Town Facility includes, but is not limited to, any building, structure, park, beach, road, street, right-of-way, or other facility owned, operated or managed by the Town.

(5) Town Property includes, but is not limited to, any land, water, or air rights owned, operated or managed by the Town.

(b) **Plastic Straws Prohibited; Exceptions**

(1) A Plastic Straw shall not be ~~used~~, sold, or distributed in any Commercial Establishment or at any Town Facility or Town Property or by any Special Event Permittee.

(2) Exceptions.

a. This prohibition shall not apply to pre-packaged drinks sold at Commercial Establishments.

b. This prohibition shall not apply to medical or dental facilities.

c. This prohibition shall not apply to the school district or county, state, or federal governmental entities.

d. This prohibition shall not apply where a reasonable accommodation is needed by an individual due to a medical or physical condition.

(c) **Enforcement; Penalties**

(1) Following adoption of this Section, the Town shall engage in public education efforts to inform Commercial Establishments, users of Town facilities and properties, and Special Event Permittees of the provisions of this Section and to provide assistance with identifying alternatives to Plastic Straws.

(2) Beginning August 15, 2019, the Town's Code Compliance Department shall enforce all provisions of this Section.

(3) Penalties for violations of the provisions of this Section shall be enforced through Chapter 6.5 of the Town Code. Fines shall be in the amounts prescribed in the schedule of civil penalties adopted by resolution.

Secs. 5-8 5-9 – 5-20. Reserved.

SECTION 3. Codification. This Ordinance shall be codified in accordance with the

foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

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

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

SECTION 6. Effective Date and Enforcement. This Ordinance shall be in full force and effect immediately upon its passage on second reading. The Town Manager shall have the discretion to delay the start of enforcement of this Ordinance beyond August 15, 2019 as he may deem necessary.

Passed on the first reading, this 26 day of March, 2019.

Passed and adopted on the second reading, this ____ day of _____, 2019.

MAYOR CHRIS VINCENT

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

ATTEST:

Tedra Allen, Town Clerk

APPROVED AS TO FORM:

109

110

 Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: May 28, 2019

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title:

Resolution 2019-14 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING A REVISED PAY PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Explanation:

Tonight's agenda proposes certain changes to the Town's schedule of authorized positions. The changes include defunding the Deputy Town Manager and Assistant Town Manager positions to Finance Director and Assistant to the Town Manager, respectively. The Assistant Town Manager position is budgeted in the Development Services and General Government Departments (50% each) while the Assistant To the Town Manager position will be budgeted in the Administration Department. Additionally, the FY 2018/2019 budget did not anticipate an extended handover period between the outgoing Town Manager, Bud Bentley and the incoming Town Manager, Bill Vance, or Mr. Bentley's final payout which was approved by the Commission at the May 14, 2019 Commission meeting.

As a result of the two positions being defunded, position vacancies, the differences in the former and current Town Managers' compensation, and other less significant factors, we are projecting that actual personnel costs (including Salaries, FICA, Retirement, and Group Insurance) in the Administration Department and the Visitor Center Departments will exceed the amounts that are currently budgeted by approximately \$35,000 and \$1,900, respectively. The proposed budget amendment addresses the budgetary shortfalls in the Administration and Visitor Center Departments and reallocates the \$152,000 projected budgetary surplus in accordance with the projected full year costs.

We also projected personnel costs for the other funds and we anticipate an insignificant shortfall in the Sewer Fund (approximately \$300), and surpluses in the Capital Fund (approximately \$8,000) and the Parking Fund (approximately \$15,000) so it is not necessary to amend the personnel cost budgets in those funds.

Recommendation:

We recommend the Commission approve Resolution 2019-14 (Exhibit 1) amending the FY18/19 Budget

Attachments:

[Agenda Memo.pdf](#)

[Ex1 Resolution 2019-14.pdf](#)



Town Commission Agenda Item Report

Meeting Date: May 28, 2019

Submitted by: Bill Vance/Tony Bryan

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title:

Resolution 2019-14 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING A REVISED PAY PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Explanation:

Tonight's agenda proposes certain changes to the Town's schedule of authorized positions. The changes include defunding the Deputy Town Manager and Assistant Town Manager positions to Finance Director and Assistant to the Town Manager, respectively. The Assistant Town Manager position is budgeted in the Development Services and General Government Departments (50% each) while the Assistant To the Town Manager position will be budgeted in the Administration Department. Additionally, the FY 2018/2019 budget did not anticipate an extended handover period between the outgoing Town Manager, Bud Bentley and the incoming Town Manager, Bill Vance, or Mr. Bentley's final payout which was approved by the Commission at the May 14, 2019 Commission meeting.

As a result of the two positions being defunded, position vacancies, the differences in the former and current Town Managers' compensation, and other less significant factors, we are projecting that actual personnel costs (including Salaries, FICA, Retirement, and Group Insurance) in the Administration Department and the Visitor Center Departments will exceed the amounts that are currently budgeted by approximately \$35,000 and \$1,900, respectively. The proposed budget amendment addresses the budgetary shortfalls in the Administration and Visitor Center Departments and reallocates the \$152,000 projected budgetary surplus in accordance with the projected full year costs.

We also projected personnel costs for the other funds and we anticipate an insignificant shortfall in the Sewer Fund (approximately \$300), and surpluses in the Capital Fund (approximately \$8,000) and the Parking Fund (approximately \$15,000) so it is not necessary to amend the personnel cost budgets in those funds.

Recommendation:

We recommend the Commission approve Resolution 2019-14 (Exhibit 1) amending the FY18/19 Budget

Attachments:

[Agenda Memo.pdf](#)

[Ex1 Resolution 2019-14.pdf](#)

[Exhibit A 2018-2019 Budget Amendment.xls](#)

RESOLUTION NO 2019-14

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

WHEREAS, the Town Manager has made recommendations to the Town Commission which require amendment of the 2018/2019 Fiscal Year budget; and

WHEREAS, the Town Commission, in accordance with the requirements of Section 166.241, Florida Statutes, wishes to amend the 2018/2019 Fiscal Year Budget for the transfer of said funds consistent with the recommendations of the Town Manager.

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

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

SECTION 2: The Town Commission of the Town of Lauderdale-By-The-Sea, Florida, hereby amends the 2018/2019 Fiscal Year Town Budget as set forth in Exhibit "A".

SECTION 3. The appropriations and expenditures set forth in Exhibit "A" are hereby approved.

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

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

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

SECTION 7. This Resolution shall become effective immediately upon passage and adoption.

Passed on this 28th day of May, 2019.

MAYOR CHRIS VINCENT

Attest:

Tedra Allen CMC, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

EXHIBIT A to Resolution 2019-15

FY 18/19 Budget Amendment

Fund: 001 - General Fund
Expenditures

	Current Amended Bud. Budget	Projected Totals	Projected Surplus / (Shortfall)	Proposed Budget	Variance
Dept: 511.000 Commission					
500.110 Commission Salaries	71,826.00	65,408.00	6,418.00	69,168.98	(2,657.02)
500.210 Employer FICA Taxes	5,233.04	5,003.71	229.33	5,291.43	58.39
500.220 Retirement	33,313.57	29,699.35	3,614.22	31,407.07	(1,906.50)
500.230 Group Insurance	49,112.00	27,220.88	21,891.12	28,786.09	(20,325.91)
Commission	159,484.61	127,331.95	32,152.66	134,653.56	(24,831.05)
Dept: 511.200 Visitor Center					
500.120 Regular Salaries	12,152.79	14,037.00	(1,884.21)	14,844.13	2,691.34
500.210 Employer FICA Taxes	1,044.44	1,188.58	(144.14)	1,256.92	212.48
500.220 Retirement	1,127.72	1,321.51	(193.79)	1,397.50	269.78
500.230 Group Insurance	2,768.00	2,449.04	318.96	2,589.86	(178.14)
Visitor Center	17,092.95	18,996.13	(1,903.18)	20,088.41	2,995.46
Dept: 513.000 Administration					
500.120 Regular Salaries	582,547.86	625,243.27	(42,695.41)	661,194.91	78,647.05
500.210 Employer FICA Taxes	39,168.00	47,999.41	(8,831.41)	50,759.39	11,591.39
500.220 Retirement	96,370.00	92,927.06	3,442.94	98,270.38	1,900.38
500.230 Group Insurance	93,405.00	80,342.83	13,062.17	84,962.56	(8,442.44)
Administration	811,490.86	846,512.57	(35,021.71)	895,187.24	83,696.38
Dept: 519.000 General					
500.120 Regular Salaries	123,675.19	106,052.00	17,623.19	112,150.02	(11,525.17)
500.210 Employer FICA Taxes	9,461.15	8,112.98	1,348.17	8,579.48	(881.67)
500.220 Retirement	17,833.66	12,564.36	5,269.30	13,286.81	(4,546.85)
500.230 Group Insurance	17,556.00	13,012.63	4,543.37	13,760.86	(3,795.14)
General	168,526.00	139,741.97	28,784.03	147,777.16	(20,748.84)
Dept: 524.000 Development Services					
500.120 Regular Salaries	318,961.06	294,457.00	24,504.06	311,388.35	(7,572.71)
500.210 Employer FICA Taxes	24,630.02	22,755.46	1,874.56	24,063.90	(566.12)
500.220 Retirement	60,713.99	47,518.69	13,195.30	50,251.03	(10,462.96)
500.230 Group Insurance	64,241.00	47,713.05	16,527.95	50,456.56	(13,784.44)
Development Services	468,546.07	412,444.20	56,101.87	436,159.84	(32,386.23)
Dept: 541.100 Mun Svcs - Public Works Div					
500.120 Regular Salaries	828,932.65	795,645.00	33,287.65	841,394.78	12,462.13
500.210 Employer FICA Taxes	65,299.87	62,779.34	2,520.53	66,389.17	1,089.30
500.220 Retirement	90,017.59	81,328.78	8,688.81	86,005.20	(4,012.39)
500.230 Group Insurance	192,963.00	165,199.24	27,763.76	174,698.24	(18,264.76)
Mun Svcs - Public Works Div	1,177,213.11	1,104,952.36	72,260.75	1,168,487.38	(8,725.73)
Fund: 001 - General Fund Total	2,802,353.60	2,649,979.17	152,374.43	2,802,353.60	0.00



Town Commission Agenda Item Report

Meeting Date: May 28, 2019

Submitted by: Linda Connors

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: QUASI JUDICIAL PUBLIC HEARINGS

Subject Title:

Request for extension of a Site Plan Modification (2018-L2-SPM-04) approval for 4625 N. Ocean Drive (Sea Garden) to correct a renovation undertaken by a prior owner without permits

Explanation:

The original building permit for 4625 North Ocean Drive (Sea Garden) permitted fourteen (14) units on the subject property. As part of the Town's inspection for business tax receipt, Staff found eighteen (18) units on the subject property, without any permits to justify the added density. The Applicant applied for a Site Plan Modification on February 20, 2018. On June 12, 2018, the Town Commission approved the Applicant's request for Site Plan Modification, pursuant to Development Order issued in connection with Application No. 2018-L2-SPM-04, to permit eighteen (18) units on the subject property.

Condition #4 of the Development Order states:

"The applicant shall secure a building permit, as defined in Section 30-121 (c)(5) of the Town Code, for the project within twelve months of the date of the development order approval and a certificate of completion for all structures within eighteen months of obtaining the building permit. An extension to the deadline for completion of construction may be granted by the Special Magistrate pursuant to the requirements of Section 6-12 of the Town Code."

On April 22, 2019, the Applicant requested a one (1) year extension of the approval for the Site Plan Modification to allow the processing of the building permit to be completed. The building permit was filed on March 22, 2019. The permit status as of May 21, 2019 is as follows:

Permit Status:

Structural - Approved

Electrical - Hold

Mechanical - Approved

Plumbing - Approved

Engineering - Approved

Fire - Approved

Landscaping - Approved

Zoning - Approved

Recommendation:

Based on a review of the status of the building permit application, Staff recommends that the Town Commission approve Resolution 2019-13 (Exhibit 2) approving a request for Extension of Site Plan Modification for an additional ninety (90) days, which should be sufficient time to complete the review of the building permit application. In addition, Staff requests that the Commission add the following condition to the approval of the Extension:

1. No more than 14 units, in a configuration as shown on A200, A201, A202 and A203 as the permitted configuration, on the plans incorporated as Exhibit 2 in the Staff Report for 2018-L2-SPM-04, may be rented on this property until such time that all necessary permits, inspections, and code issues for additional units have been satisfied.

Attachments:

[Agenda Memo.pdf](#)

[Ex1 Sea Garden Permit extension request 4-22-19.pdf](#)

[Ex2 Resolution 2019-13 Sea Garden Extension 3FB8252- Final.pdf](#)



Town Commission Agenda Item Report

Meeting Date: May 28, 2019

Submitted by: Linda Connors

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: QUASI JUDICIAL PUBLIC HEARINGS

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Condition #4 of the Development Order states:

"The applicant shall secure a building permit, as defined in Section 30-121 (c)(5) of the Town Code, for the project within twelve months of the date of the development order approval and a certificate of completion for all structures within eighteen months of obtaining the building permit. An extension to the deadline for completion of construction may be granted by the Special Magistrate pursuant to the requirements of Section 6-12 of the Town Code."

On April 22, 2019, the Applicant requested a one (1) year extension of the approval for the Site Plan Modification to allow the processing of the building permit to be completed. The building permit was filed on March 22, 2019. The permit status as of May 21, 2019 is as follows:

Table 1 – Permit Status

Discipline	Approved	Hold
Structural	X	
Electrical		X
Mechanical	X	
Plumbing	X	
Engineering	X	
Fire	X	
Landscaping	X	
Zoning	X	

Recommendation:

Based on a review of the status of the building permit application, Staff recommends that the Town Commission approve Resolution 2019-13 (Exhibit 2) approving a request for Extension of Site Plan Modification for an additional ninety (90) days, which should be sufficient time to complete the review of the building permit application. In addition, Staff requests that the Commission add the following condition to the approval of the Extension:

1. No more than 14 units, in a configuration as shown on A200, A201, A202 and A203 as the permitted configuration, on the plans incorporated as Exhibit 2 in the Staff Report for 2018-L2-SPM-04, may be rented on this property until such time that all necessary permits, inspections, and code issues for additional units have been satisfied.

Attachments:

[5-28-19 AM Sea Garden Site Plan Extension 3FB8257-1.pdf](#)

[Ex1 Sea Garden Permit extension request 4-22-19.pdf](#)

[Ex2 Resolution 2019-13 Sea Garden Extension 3FB8252- Final.pdf](#)

SEA GARDEN BY THE SEA MOTEL

April 22, 2019

BY EMAIL: susan@LBTS-FL.gov

**Town of Lauderdale-By-The-Sea
Development Services Department
4501 N Ocean Drive
Lauderdale-By-The-Sea, FL., 33308**

Attention Ms. Susan Leven, AICP

Subject: 4625 N Ocean Drive/4633 N Ocean Drive – Extension Request

Dear Ms. Leven,

Further to your email and conversation today with Hunada Atassi of our office, this letter serves as a formal request for an extension to the permit allocated to Sea Garden by the Sea Motel. This extension request is for a one year period.

Should you have any questions or comments, please do not hesitate to contact myself or Hunada.

Regards,

SEA GARDEN BY THE SEA MOTEL



Terry Pomerantz, President

TP/sf

5151 de la Savane, Suite 400, Montreal, Quebec, H4P 1V1
Telephone: 514-341-8600

RESOLUTION NO. 2019-13

**A RESOLUTION OF THE TOWN OF
LAUDERDALE-BY-THE-SEA, FLORIDA,
GRANTING THE REQUEST FOR
EXTENSION OF SITE PLAN
MODIFICATION FOR PROPERTY
LOCATED AT 4625 NORTH OCEAN DRIVE,
AS LEGALLY DESCRIBED IN EXHIBIT “A;”
PROVIDING FOR CONFLICTS; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, pursuant to Chapter 30 “Zoning,” Article IV “Development permits – applications, requirements and review procedures,” Division 2 “Site plan Procedures and Requirements,” Section 30-121 “Application for Site Plan Approval” of the Town Code of Ordinances (“Town Code”), Terry Pomerantz, (the “Applicant”) has applied to the Town of Lauderdale-By-The-Sea, Florida (the “Town”), for extension of a Site Plan Modification approval for property legally described in Exhibit “A” (the “Subject Property”) (Application 2018-L2-SPM-04); and

WHEREAS, the Town Commission of the Town of Lauderdale-By-The-Sea (the “Town Commission”) approved the Site Plan Modification on June 12, 2018, through Development Order issued in connection with Application No. 2018-L2-SPM-04, attached as Exhibit “B;” and

WHEREAS, staff recommended to approve the Extension of Site Pan Modification for ninety (90) days; and

WHEREAS, the Town Commission finds that the requested Extension of the Site Plan Modification approval satisfies the requirements of Section 30-121(e) “Effective Period of Site Plan Approval;” and

WHEREAS, the Town Commission conducted a duly noticed public hearing in accordance with law; and

WHEREAS, the Town Commission finds that granting the requested Extension of Site Plan Modification approval will not be detrimental to the public health, safety and welfare of the residents of the Town, and furthers the purpose, goals, objectives and policies of the Comprehensive Plan.

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 incorporated as the legislative intent of this Resolution.

Section 2. Approval of Site Plan Modification Extension. Pursuant to Chapter 30 “Zoning,” Article IV “Development Permits – Applications, Requirements and Review Procedures,” Division 2 “Site plan Procedures and Requirements,” Section 30-121 “Application for site plan approval” of the Town Code, the recommended ninety (90)-day extension for Site Plan approval is hereby approved.

Section 3. Conditions. The approvals granted by this Resolution are subject to the Applicant’s compliance with the conditions identified in the Development Order, to which the Applicant stipulated at the public hearing, and the following condition:

No more than fourteen (14) units, in a configuration as shown on A200, A201, A202 and A203, on the plans incorporated as Exhibit 2 in the Staff Report for 2018-L2-SPM-04, may be rented on the subject property until such time that all necessary permits, inspections, and code issues for additional units have been satisfied.

Section 4. Violation of Conditions. Failure to adhere to the terms and conditions of the approval above shall be considered a violation of the Town Code and persons found violating the conditions shall be subject to the penalties prescribed by the Town Code, including but not limited to, the revocation of the approvals granted by this Resolution. The Applicant

understands and acknowledges that it must comply with all other applicable requirements of the Town before it may commence construction or operation, and this Resolution may be revoked by the Town Commission at any time upon a determination that the Applicant is not in compliance with the Town Code.

Section 5. **Recording.** The Town, or the Applicant if so requested by the Town Clerk, shall record this Resolution at the Applicant's sole expense in the Public Records of Broward County, Florida.

Section 6. **Conflicts.** That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 7. **Effective Date.** This Resolution shall be effective immediately upon adoption.

APPROVED this ____ day of _____, 2019.

MAYOR CHRIS VINCENT

ATTEST:

Tedra Allen, Town Clerk, CMC

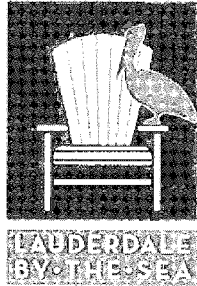
Approved as to form:

Susan L. Trevarthen, Town Attorney

EXHIBIT "A"

Lots 23, 34 and the North ½ of Lot 25, all in Block 25, LAUDERDALE BY THE SEA, according to the Plat thereof, recorded in Plat book 6, Page 2, of the Public Records of Broward County, Florida.

EXHIBIT “B”
(Attach Development Order)



**SITE PLAN DEVELOPMENT ORDER
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
Development Order 2018-L2-SPM-04**

PROJECT NAME: Sea Garden

ADDRESS OF PROPERTY: 4625 N Ocean Drive

FOLIO #: 4943 18 01 2730

PROPERTY OWNER: Sea Garden by the Sea, Inc.

APPLICANT: Sol Arch (Primitivo Conde) for Sea Garden by the Sea, Inc.

APPLICANT ADDRESS: 4917 SW 70th Court, Miami, FL 33155

REQUEST: Pursuant to Article IV, Division 2 of Chapter 30 of the Town's Code of Ordinances, the Applicant is requesting a site plan amendment to reduce the total number of existing units and units with kitchens from 19 to 18 so that the buildings' renovations meet the Town's zoning and land use requirements for property located at 4625 N Ocean Drive.

SECTION 1. FINDINGS. THIS MATTER came before the TOWN Commission of the TOWN of LAUDERDALE- BY-THE-SEA, Florida, on June 12, 2018, following due public notice. The TOWN Commission having considered the public testimony, evidence in the record, the testimony of the applicant, and the recommendation of the TOWN Planning and Zoning Board and administrative staff, finds that the application, as conditioned herein, is in compliance with the applicable standards and minimum requirements of Chapter 30 of the Town Code.

SECTION 2. APPROVAL. The request to approve a site plan is hereby approved as shown on the site plan submitted by Sol-Arch dated February 19, 2018, attached as Exhibit 1, except as modifications may be required by this approval or the Building Official.

SECTION 3. CONDITIONS. The APPROVAL granted herein is subject to the following conditions:

1. Adequate storm water facilities shall be provided to meet regulatory requirements. No off site drainage will be allowed.
2. Future changes to the building color or materials shall be submitted for approval by the Town through a site plan Level 1 amendment.
3. Information on specific landscape materials meeting the requirements of Article VII. Landscape Code shall be provided at the time of building permit review.
4. The applicant shall secure a building permit, as defined in Section 30-121 (c)(5) of the Town Code, for the project within twelve months of the date of the development order approval and a certificate of completion for all structures within eighteen months of obtaining the building permit. An extension to the deadline for completion of construction may be granted by the Special Magistrate pursuant to the requirements of Section 6-12 of the Town Code.
5. All construction shall be in accordance with the plans, incorporated into this document as Exhibit 1, which are entitled "Zoning Compliance: Submittal #1, Existing Hotel Buildings," and dated February 19, 2018 (Revision #2 4-10-18), which incorporates all modifications and conditions approved by the Town Commission. The site plan may be modified as required as part of the building permit and or architectural review process.
6. The approved site plan does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Town for issuance of the approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.
7. All applicable state and federal permits shall be obtained before commencement of construction.
8. Prior to issuance of a building permit, the Town Clerk shall certify that there are no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property in which the building permit is being issued. A building permit will not be issued until all outstanding debts to the Town are paid in full.

SECTION 4. VIOLATION OF CONDITIONS. Failure to adhere to the terms and conditions of this Development Order shall be considered a violation of the Town Code and persons found violating the conditions shall be subject to the penalties prescribed by the Town Code, including but not limited to, the revocation of any of the approval(s) granted in this Development Order. The Applicant understands and

acknowledges that it must comply with all other applicable requirements of the Town Code before it may commence construction or operation, and that the foregoing approval in this Development Order may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town Code or the conditions of this Approval.

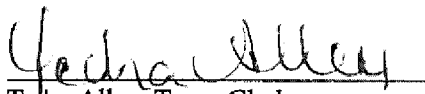
SECTION 5. APPEAL. In accordance with Section 30-140 (d) (11) of the Town Code, the Applicant, or any aggrieved property owner in the area, may appeal the decision of the Town Commission in the Circuit Court of Broward County, Florida, in accordance with the Florida Rules of Appellate Procedure.

SECTION 6. EFFECTIVE DATE. This Development Order shall become effective upon Approval by the Commission.

APPROVED this 10th day of June, 2018


MAYOR CHRIS VINCENT

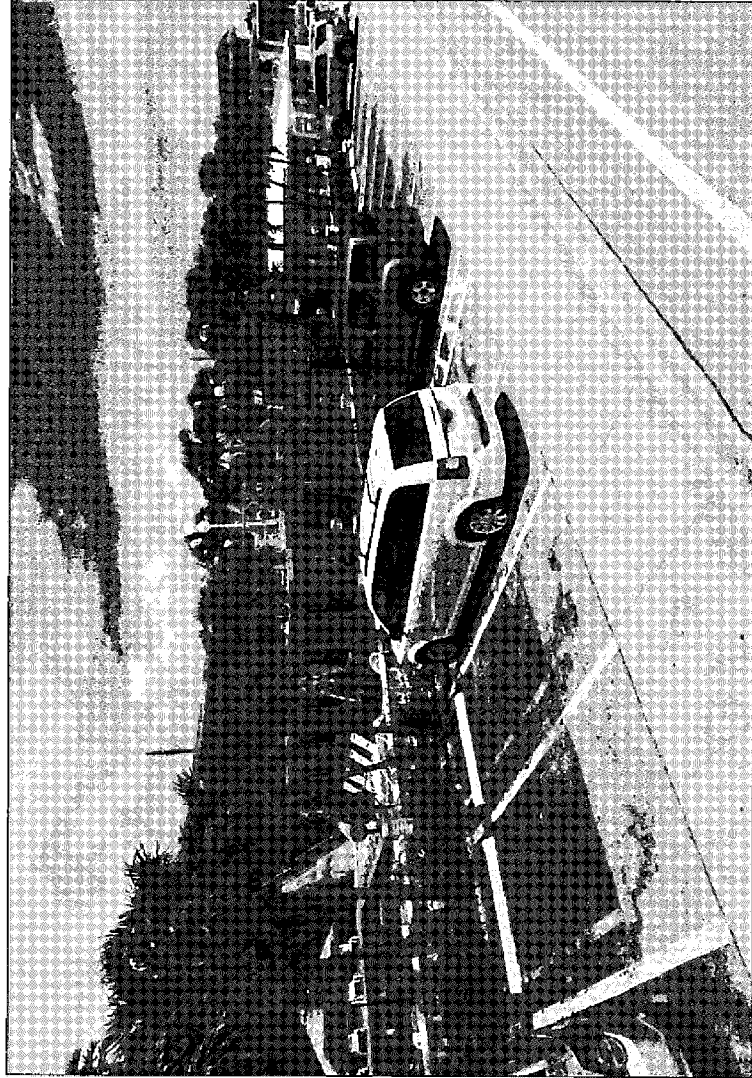
ATTEST:


Tedra Allen, Town Clerk

Approved as to form:


Susan L. Trevarthen, Town Attorney

SEA GARDEN BY THE SEA
4625-4627, 4633 N. OCEAN DRIVE
LAUDERDALE BY THE SEA, FLORIDA 33308



ZONING COMPLIANCE: SUBMITTAL #1

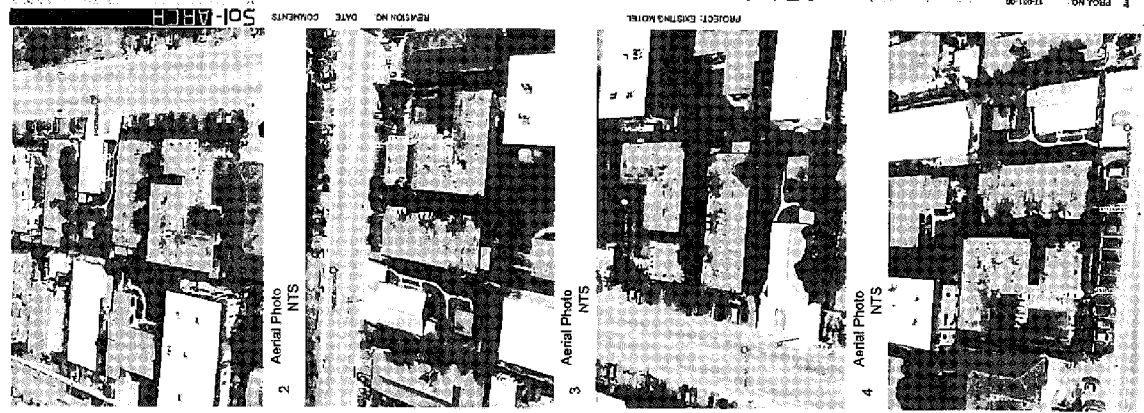
February 19, 2018 (Revision #2 4-10-18)
EXISTING HOTEL BUILDINGS

Soi-ARCH

ARCHITECTURE AND PLANNING
4917 SW 73TH COURT MIAMI FL 33155 P. 305.740.4680 F. 305.740.0718

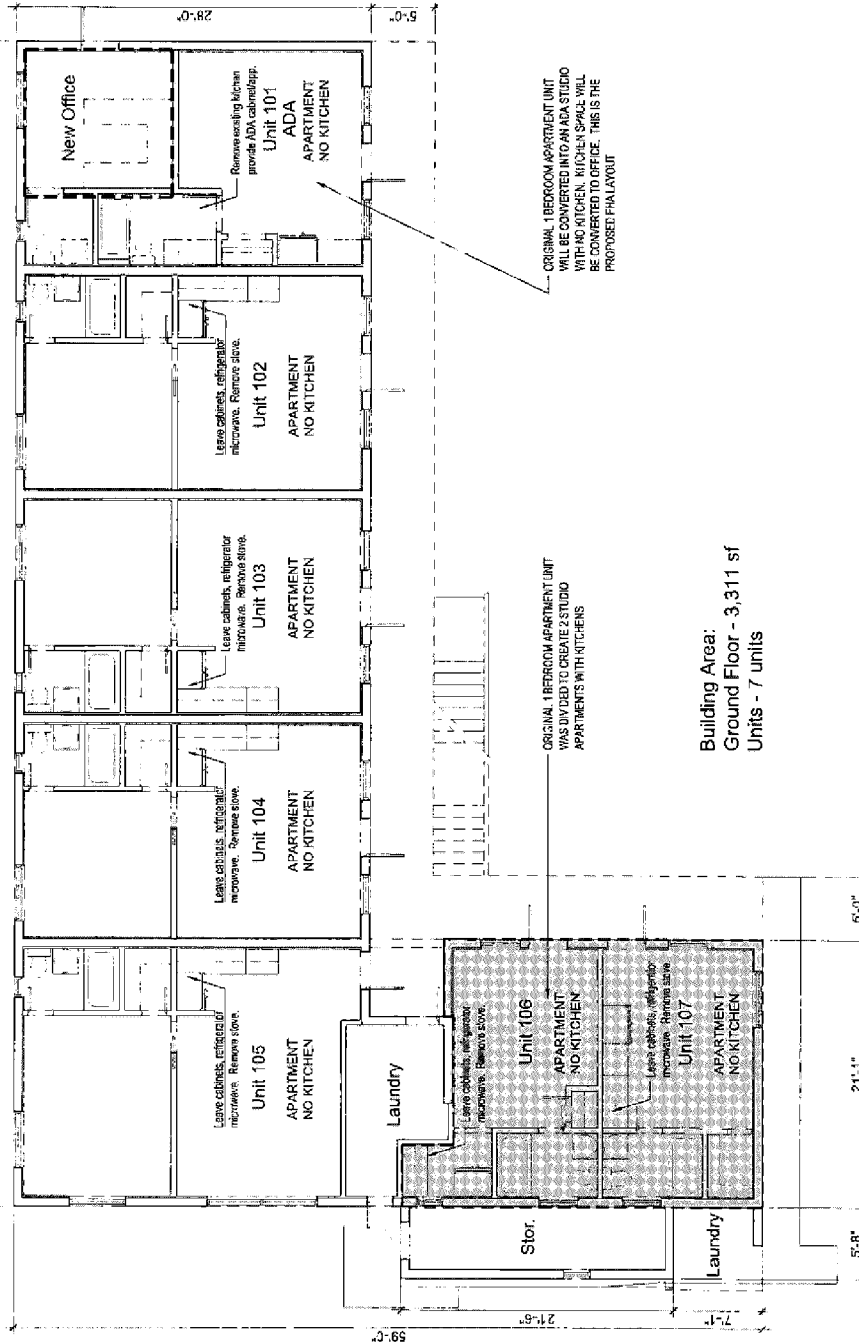
Soi-ARCH

\$ Aerial Photo NTS

Property Survey
NTS

KEY NOTES

501-4444



2 General Notes

1 Ground Floor Plan-Bldg 1
1/4"=1'-0"

SEA GARDEN BY THE SEA
4625-4627 4633 N. OCEAN DRIVE
LAUDERDALE BY THE SEA, FLORIDA 33308

PROJECT EXISTING NOTE

PROJECT NO. 11-00-00
DRAWN BY: PMS
CHECKED BY: DMP/EC
SCALE: AS SHOWN
DATE: 02-19-2018
135145869
A200

KEY NOTES

SEA GARDEN BY THE SEA

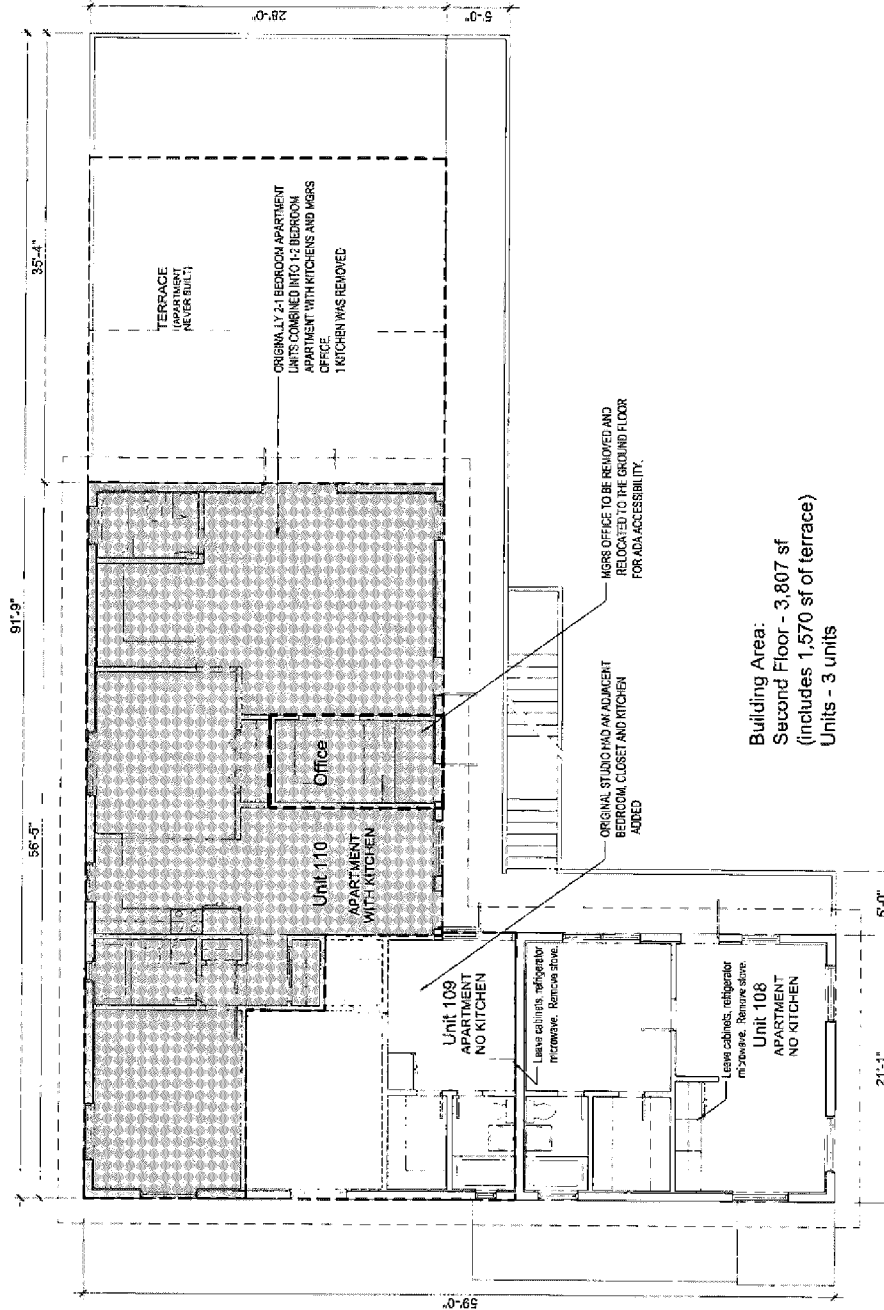
PROJECT: EXISTING HOTEL

4625-4627, 4633 N. OCEAN DRIVE
LAUDERDALE BY THE SEA, FLORIDA 33308

PROJECT: EXISTING HOTEL
4625-4627, 4633 N. OCEAN DRIVE
LAUDERDALE BY THE SEA, FLORIDA 33308

PROJECT: EXISTING HOTEL

General Notes



Second Floor Plan-Bldg 1
1/4"=1'-0"

KEY NOTES

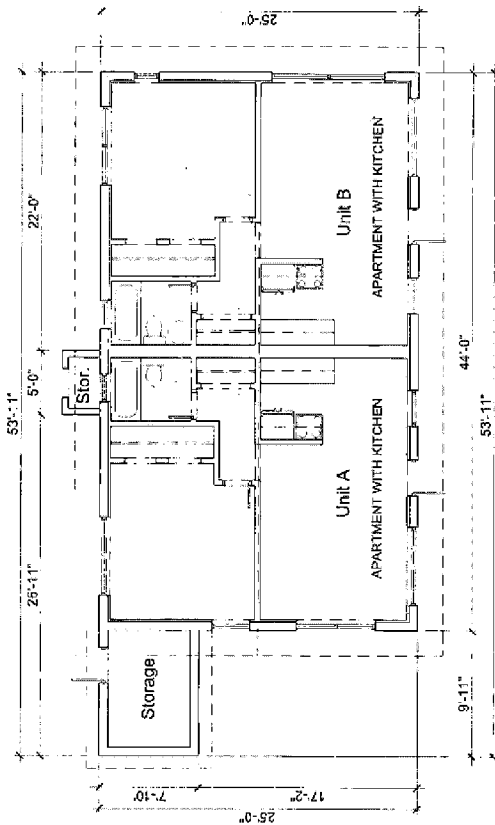
501-ARCH

REVISION NO. DATE FORWEN'S

SEA GARDEN BY THE SEA
4626-4627, 4633 N. OCEAN DRIVE
LAUDERDALE BY THE SEA, FLORIDA 33309

PROJECT: EXISTING WORK

SHEET
A203
General Notes
2
PROJECT NO. 17-02-100
DATE 01-15-2019
DRAWN BY: P.S.
CHECKED BY: DOPED
SCALE: AS NOTED
PLATT DATE: 03-18-2019



Building Area:
Ground Floor - 1,192 sf
(Kiosk is 196 sf)
Units - 2 units

1 Ground Floor Plan-Bldg 3
1/4"=1'-0"