Town Commission
Jarvis Hall 4505 N. Ocean Drive

Regular Town Commission

Regular Town Commission

Tuesday, February 8, 2022, 6:30 PM
Jarvis Hall 4505 N. Ocean Drive

1. **CALL TO ORDER, MAYOR CHRIS VINCENT**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **INVOCATION - Pauline Brooks McGuinness representing the Baha'i Faith**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**

   7.a. BSO January 2022 Report
   Report CoverPage.pdf
   Ex. 1 - BSO Report-January 2022.pdf

8. **TOWN MANAGER REPORT**

   8.a. December 2021 Finance Report
   Agenda Cover.pdf
   Ex. 1 - Revenue_Expenditure December 2021.pdf
   Ex. 2 - DEC 21 CASH-INVESTMENT REPORT.pdf

   8.b. Town Manager Report
   Agenda Cover .pdf
   Ex. 1 - HB423 Summary.PDF

9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
11. **CONSENT AGENDA**

    11.a. Turtle Parking Passes
    Agenda Cover.pdf

    11.b. Special Event Application from the Community Church for Easter Sunrise Service Sunday, April 17, 2022.
    Agenda Cover.pdf
    Ex 1 Comm Church Easter Sunrise Service 4-17-22 App.pdf
    Ex 2 LBTS Easter Sunrise Cover Letter.pdf
    Ex. 3 Resolution 2017-41 - Fee Resolution (Special Events).pdf
    Ex. 4 NoiseOrdinance 2014- 06.PDF

    11.c. Meeting Schedule and Swearing In.
    Agenda Cover.pdf

12. **OLD BUSINESS**
13. **NEW BUSINESS**
14. **COMMISSIONER COMMENTS**

15. ORDINANCES 1st Reading

16. ORDINANCES 2nd Reading

17. RESOLUTIONS â€“ PUBLIC COMMENTS

17.a. RESOLUTION 2022-07. A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH BROWARD COUNTY AND OTHER PARTICIPATING MUNICIPALITIES REGARDING COLLABORATIVE STUDY AND SUBSEQUENT DEVELOPMENT OF AN INTEGRATED SOLID WASTE AND RECYCLING SYSTEM, ATTACHED HERETO AS EXHIBIT "A", AUTHORIZING THE EXECUTION OF THE AMENDMENT; AUTHORIZING THE EXPENDITURE OF UP TO $1,777.91 AS THE TOWN'S CONTRIBUTION TO PROCURE THE STUDY; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Agenda Cover.pdf
Ex1 - Resolution 2022-07.pdf
Ex. 2 - Amendment to MOU.pdf

18. QUASI JUDICIAL PUBLIC HEARINGS

19. ADJOURNMENT

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

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE TOWN COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSES MAY NEED TO 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.

Agenda Item No: 7.a

Town Commission Agenda Item Report

Meeting Date: February 8, 2022
Submitted By: Captain Thomas Palmer, BSO
Submitting Department: Public Safety
Item Type: Report
Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO January 2022

Recommendation: Accept/Approve

Attachments: Exhibit 1 – BSO January 2022 Report

Date: February 3, 2022

To: Linda Connors
Town Manager

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

Subject: BSO Public Safety Report- January 2022

PERSONNEL CHANGES:

None.

EMPLOYEES OF THE MONTH: Deputy Benya Koos

On 1/7/22, Dep. Koos responded to 911 call in reference to a burglary in progress. Upon his arrival, Koos met with the property manager who stated that she believed that the suspect remained inside the apartment. As deputies approached the apartment, the witness observed a subject enter the victim's Porsche that was parked at a neighboring apartment building. Realizing that the suspect had exited the apartment prior to law enforcement arrival, Dep. Koos observed the vehicle backing out of the driveway and then fleeing northward on Poinciana St. Dep. Koos and Lieutenant Wesolowski immediately followed the vehicle and conducted a felony traffic stop shortly after, successfully taking Oussama into custody. Oussama professed he had permission to be there and use the vehicle but could not identify who granted him permission. In his possession was a room key for #4, a cell phone, and a fanny pack. The bag contained US currency and a second key to different Porsche. It was later determined the room key had been placed in the laundry room for the cleaning crew, and the Porsche key belonged to the victim and had been inside apt #3.

Dep. Kratz then conducted a "show-up", during which the witness positively identified Oussama. Deputies Klier/Kratz and Det. Genovese remained at the incident location, while Dep. Koos completed the arrest. Dep. Klier processed both apartments for evidence and lifted 5 possible latent fingerprints. Dep. Kratz oversaw the return of the victim`s property and vehicle.

Det. Genovese examined the crime scenes and observed Oussama had apparently burglarized two locations. Apartment #3 appeared to have been slept in and drawers and cabinets were opened. There was food removed from the kitchen and found in Apartment #4. In apartment #4, the contents of the kitchen cabinets had been thrown about the floor and also appeared to be rummaged through. The front door deadbolt lock was broken, which left the door unsecured. Det. Genovese later obtained statements from the victim and witnesses.

Oussama was charged with two counts of Burglary to a Residence and 1 count of Auto Theft. When Dep. Koos learned Oussama possessed an expired tourist Visa from Tunisia, he contacted Homeland Security, who then notified Border Patrol. It was determined Oussama was already set for deportation, but an additional detainer would be placed on him once booked into the jail.

This case is an excellent example of the team effort by the law enforcement staff, who are to all be commended for their efforts. Due to Dep. Koos' exemplary actions and the result of his excellent investigative efforts and determination to "go the extra mile" Dep. Benya Koos is awarded the January 2022 Employee of the Month.

SPECIAL RECOGNITION:

On January 18, 2022, while on patrol, Deputy Almodovar Fernandez heard a loud noise coming from the area of Commercial Blvd and A1A. He observed a Nissan traveling Northbound, which appeared to be dragging something underneath the vehicle. Unaware of what occurred, Deputy Almodovar Fernandez decided to respond to the area to investigate. When he arrived on scene, he learned that the Nissan he observed driving Northbound had just crashed into all the center median flexible traffic delineators post located on the center median. The driver of this Nissan had caused damage to about eleven of these delineator traffic post. Deputy Almodovar then attempted to locate the hit and run suspect driver and vehicle with negative results. This did not deter Deputy Almodovar Fernandez efforts to identify the person responsible for this crime. He then decided to expand the radius of his investigation and used the town's License Plate Reader (LPR) system to check for vehicles that were inbound and outbound from LBTS. This investigative tool was successful, and Deputy Almodovar Fernandez identified the Nissan which fled the scene.

Deputy Almodovar Fernandez conducted a records check of the Nissan and responded to the registered owner's residence. When he arrived at the owner's residence, he located the vehicle and observed one of the town's traffic delineators stuck underneath the vehicle. Deputy Almodovar Fernandez then made contact with the vehicle owner who was positively identified as an adult female. Deputy Almodovar Fernandez utilized his interview skills and was able to learn from this adult female's own admissions that she was the person who crashed her vehicle into the LBTS traffic delineators. The adult female was charged leaving the scene of a crash with property damage

On January 26, 2022, Deputy Almodovar Fernandez responded to a report of a possible crash involving injuries. While on scene, he learned that a crash did not occur and discovered that the driver of the vehicle obstructing the roadway had merely fallen asleep behind the wheel while stopped at a stop sign. While speaking with the adult male driver, Deputy Almodovar Fernandez observed the person remove a glass pipe with white residue from his pocket. Deputy Almodovar Fernandez also observed in plain view, suspect cocaine inside the subject's vehicle. The suspect was subsequently arrested for possession of cocaine.

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

- **Elder Links:** This program offers referral services to elderly residents and other senior citizens in need of medical and mental health care, meal delivery or other social services.

- **Business and Residential Security Surveys:** The Business and Residential Security Survey program teaches participants to secure their business, home or condominium to reduce the likelihood of burglary and theft. Security surveys, conducted by a certified law enforcement security specialist, are provided upon request, at no charge to the business owner or resident.

- **Vacation House Watch Program:** Residents who are traveling out-of-town may register for this program. Deputies will conduct periodic checks of their residence until their return.

- **Neighborhood Crime Prevention Program:** The Neighborhood Crime Prevention program liaison organizes and conducts crime prevention and security seminars at the request of neighborhood civic and condominium associations. We will also help facilitate any Neighborhood Crime Watch programs in which the residents wish to participate.

- **Identity Theft and Scam Prevention Program:** The Identity Theft and Scam Prevention program is designed to inform residents about identity theft and how to lessen their chances of becoming a victim of a scam. Residents are informed on the importance of shredding documents, awareness of suspicious individuals, protection of passwords and use of caution in revealing information. Our Shred-A-Thon to reduce identity theft event is incorporated into this program.

- **Enhanced Marine Law Enforcement Patrol Program:** The BSO Marine Patrol Unit participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdale-by-the-Sea. This grant allows for additional maritime patrols throughout the Town's waterways and adjacent ocean area.

- **Citizen Observer Patrol (COP) Program:** COP volunteers are local residents who receive public safety training. They are a tremendous asset to the Town of Lauderdale-by-the-Sea. COP members alternate assisting in administrative duties or patrolling local neighborhoods as an extra pair of eyes and ears to supplement deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.

- **Sexual Offender Tracking Program:** There are **no** individuals legally classified as a sexual offender residing within Town limits. The sex offender database is routinely checked by BSO to ensure compliance with State of Florida legal mandates. Existing municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within Town limits.

- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. The patrol bicycles were utilized for a total of 8 hours this month.

- **All-Terrain Vehicle Patrol:** The ATV / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol is instrumental in marine fisheries regulation enforcement and protection. Deputies used the ATV / Polaris for 172 miles and 23.25 hours this month.

- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Four (4) individuals required mental health assistance and were Baker Acted. Nine (9) individuals experiencing homelessness were contacted during the month. One of the individuals was Baker Acted. one (1) of the individuals was trespass warned from commercial establishments, and none (0) acoepted free services offered by law enforcement.

- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. ***See Notable Incidents/Arrests below.***

- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website.
  ****PLEASE NOTE:** The e-Alert system is being phased out and will be replaced with the Sheriff's new BSO ALERTS. Users must register for the new ALERT system to receive notifications. Citizens can sign up by visiting the Sheriff's website www.sheriff.org and click on BSO ALERTS or I have provided a hyperlink below:
  https://member.everbridge.net/index/892807736729054#/login **

- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.

- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.

- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Palmer and Lieutenant Wesolowski to provide information to the public via social media. Follow us **@BSOLBTS**.

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

None

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2201-000021
DATE/TIME: 01/01/22 @ 2343
LOCATION: 14 Commercial Blvd
SUSPECT: Cheverez, Cynthia W/f 2/13/92
INCIDENT: Petit Theft-ARREST
SUMMARY: Sgt. Nicoletti and Dep. Garner were alerted to a possible theft by a witness. The theft occurred inside Mulligan's and the witness stated that the possible suspect had run out of the bar and was on the beach. Witness and Deputies located the suspect (Cheverez, Cynthia w/f 2/13/92) on the beach and post Miranda warnings admitted to the theft. It was determined that while the victim was in Mulligan's when a song citing "showing money" came on the DJ audio system. The victim reached into his wallet and began to flash a large amount of cash around eventually fanning it out and laying it on the floor in a peacock type display. The suspect seeing the cash, immediately grabbed it and ran out of the restaurant where she was shortly apprehended by law enforcement. The stolen property was recovered and returned to the victim. The suspect was arrested and transported to jail.

CASE: 13-2201-000112
DATE/TIME: 01/05/2022 @ 1917 hrs
LOCATION: Datura Ave/EL Mar Drive (Datura Portal Parking area)
RECOVERED: 4326 Bougainvilla Drive (Outer North West Parking area)
INCIDENT: Stolen/Recovered Vehicle
VEHICLE: 2017, Black Dodge Ram 1500
SUSPECTS: S1; W/M, 20's, 5'8", Orange/White Shift/ unknown color Shorts, Skinny
S2, B/M, 12-15 YOA, unknown height, wearing black shirt, shorts & cap
SUMMARY: The victims parked their vehicle (2017 Dodge Ram 1500) in the parking area of Datura Portal. The victim left his backpack that contained his vehicle keys, and wallets, unattended on the beach. Both victims then went surfing in the water. Upon returning from surfing, the victims then discovered that their backpack was stolen. They rushed to the Datura Portal Parking lot area and also discovered that their vehicle was stolen. They used a by-standers phone who allowed them to call 911. Deputy Almodovar arrived on scene, made contact with both victims and confirmed the theft. It was also learned that the victims cell phones (iPhone 11 and 6) were among the items taken, but both phones were off. The BSO LBTS LPR systems were checked. The system captured the vehicle entering LBTS at 1711 HRS (N A1A Flamingo), however it did not capture the vehicle exiting LBTS. Deputy Suarez and Sgt. Ramirez began a search of the Town for the vehicle. Sgt. Mercado along with his C.O.R.E. team from Pompano Beach District also immediately proactively responded into the town to conduct a search for the stolen vehicle. At 2034 HRS, Det. Rudolph located the vehicle parked unoccupied at 4326 Bougainvilla Drive. The area was canvassed and no suspects were located. Deputy Almodovar responded, processed the vehicle and removed the vehicle from FCIC/NCIC as stolen. The victim responded to the scene and took possession of his vehicle. It was then learned that the victim's stolen backpack was located and recovered in the rear passenger area of the truck, along with the victims' property. The victim's keys were located inside the bed of the truck, however both victims' FL D/Ls, credit cards, debit cards and iPhones (11 & 6) were not located and deemed stolen. Investigation is ongoing.

CASE: 13-2202-000158
DATE/TIME: 01/07/2022 @ 0933 hrs.
LOCATION: 4441 Poinciana St. #3 & #4
ARRESTEE: Drine Oussama 5/22/92 W/M 5/22/92
INCIDENT: Burglary Residence 2x/Auto Theft-ARREST
SUMMARY: On 1/7/2022 at 0933 hrs, deputies responded to the event location in reference to a burglary in progress where the subject was still inside. Upon arrival, a perimeter was established as contact was made with the reporter. While still gathering information, it appears that the subject had already exited the residence prior to our arrival. He was seen entering the victims 2011 Porsche and fleeing north on Poinciana St. A felony traffic stop was conducted at the 4500 blk. Poinciana St. where he was taken into custody without incident. It was learned that the victim is a part time resident and travels back/forth from LBS to New York several times throughout the year and stays in unit #3. The victim noticed the listed subject on video loitering on the property at 0500 hrs. on Wednesday but did not call 911. The reporter checked the property on Wednesday in the morning and noticed the front door lock broken to unit 4 and the rear window screen out but did not call 911. On 1/7/2022, she knocked on the door to unit #3 and which time the subject opened the door and claimed he was allowed to be there. He handed the reporter the keys to unit 3 and closed the door at which time she finally called 911. This is when he exited the property taking the victim's car keys from the unit and fleeing upon our arrival. Upon further investigation, it appears that he forced entry into both units sometime in the past couple of days and was living in them. When stopped, he was found in possession of the keys to unit #4 along with the keys to the victims 2nd Porsche that was parked in Fort Lauderdale. The victim kept all of the unit keys in unit #3. The subject obtained them from there. It was also learned that he was wanted by US Customs and Border Patrol for being in the country with an expired Tourist Visa and already had an order in the system for his removal. The subject is from Tunisia North Africa. This is the same subject that was arrested in LBS on 12/31/2021 for the theft of a cell phone at Taco Craft. (13-2112-000899). Suspect was arrested and transported to the BSO Main Jail and determination for deportation will be conducted by US Border Patrol.

CASE: 13-2110-000169
DATE/TIME: 01/07/22 @ 1840 hrs
LOCATION: 4319 N. Ocean, Walgreens
SUSPECT: Grier, Cedric D B/M 2/27/94
INCIDENT: Retail Theft-ARREST
SUMMARY: Suspect was observed by the manager placing items in a cloth bag and exiting the store without paying for the items. Dep. Garner and Figueroa located the suspect on a nearby bus bench. The suspect was arrested, the property was recovered and returned to the Walgreens manager.

CASE: 13-2110-000208
DATE/TIME: 1/9/22 @ 0130
LOCATION: N. Ocean & Commercial Blvd
SUSPECT: Bedoyazuleta, Andres D. w/m 9/23/90
INCIDENT: DUI Arrest
SUMMARY While on foot patrol, Sgt. Nicoletti observed a small white Volkswagon attempt to negotiate the turn from N. Ocean Blvd onto Commercial Blvd. The vehicle failed to properly negotiate the turn onto Commercial Blvd and ran squarely over the center median with a jump and a shower of sparks. The vehicle did not stop and continued west on Commercial Blvd until

it limped to the intersection of Seagrape Dr where it turned north and came to a final stop in the parking lot behind the bank. Sgt. Nicoletti observed the entire series of events and called it out on the radio and Dep. Hernandez was able to quickly locate the vehicle and performed a traffic stop. The BSO DUI Task Force responded and based on the investigation the driver was arrested with DUI and transported to jail. The vehicle towed with significant under carriage damage, shattered oil pan, flat front driver's side tire and a destroyed steering system.

CASE: 13-2201-000319
DATE/TIME: 01/13/2022 @ 0817 hrs.
LOCATION: 4117 Poinciana St. #4 LBS
SUBJECT: Heather M. Sopka W/F 9/9/1972
EVENT: Capias – Grand Theft
INCIDENT: Upon learning that the subject had a capias for her arrest, Dep. Kratz responded to her home and made contact. She was placed under arrest and transported to the Main Jail.

CASE: 13-2201-000348/349
DATE/TIME: 01/14/22 @ 1136 hrs
LOCATION: 5100 N Ocean Dr
SUSPECT: Bryan Edward Key B/M 12/3/87
INCIDENT: Stolen/Recovered Tag - Warrant Arrest-LPR
SUMMARY: Pompano RTCC advised of a white Crown Victoria southbound on S Ocean Blvd, bearing stolen FL Tag #NRST29. The vehicle was also captured on LBS LPR system. Sgt Bachan located the vehicle at the 1500 block still southbound. Dep Koos responded and a traffic stop was conducted at 5100 N Ocean Dr. A records check confirmed the tag was stolen from Oakland Park on 1/10/22. The driver had an active warrant for Grand Theft and Uttering a Forged Instrument. The tag was recovered and the vehicle was towed.

CASE: 13-2202-000385
DATE/TIME: 01/15/2022 1530 hrs.
LOCATION: Bougainvilla Dr./Commercial Blvd. LBS
SUBJECT: Georges Durand B/M 1/30/1993
INCIDENT: Felony Traffic Arrest (Habitual)
SUMMARY: On 1/15/2022 at about 1530 hrs., Dep. Kratz was traveling west on Commercial Blvd. approaching Bougainvilla Dr. and observed the listed vehicle travel north on Bougainvilla Dr. and make a left turn onto westbound Commercial Blvd. where prohibited which is posted 4x. A traffic stop was conducted at 221 Commercial Blvd. The subject (driver) produced his FL ID card as ID and advised his license was suspended. Teletype revealed that his Florida License was revoked for 60 months (HABITUAL) as of July 2017 along with two other suspensions. He was placed under arrest and charged accordingly and transported to the Main Jail.

CASE: 13-2201-000466
DATE/TIME: January 18, 2022 @ 0200 hrs
LOCATION: 4400 N Ocean Dr
SUSPECT: Claudia H Dukenson BF, DOB 03/29/2000
INCIDENT: Hit and Run Investigation-ARREST
SUMMARY: While on Patrol, Deputy Almodovar heard a loud noise coming from the area of Commercial Blvd and A1A. A Nissan was observed traveling northbound, which appeared to be dragging something. Deputy Almodovar responded to the area to investigate and learned that the vehicle observed driving Northbound had crashed into all the center median flexible traffic delineators post at 4400 N Ocean Drive. This vehicle caused damage to eleven of the delineator

traffic post, which were also broken off from the center traffic post base. Deputy Almodovar attempted to locate the vehicle and the driver with negative results. The town's LPR system was checked and the above listed vehicle, which also matched the vehicle observed, was captured on the LPR system during the same time period entering and exiting the town. Deputy Almodovar responded to the owner of the vehicle's residence and located the vehicle. One of the town's traffic delineators was also located and observed underneath the vehicle. Deputy Almodovar made contact with the suspect. The suspect admitted to driving her vehicle and crashing it into the center median traffic delineators. The suspect was issued a Criminal UTC for leaving the scene of a crash with property damage, photographs of the vehicle, evidence and scene were taken and uploaded into evidence.com.

CASE: 13-2201-000559
DATE/TIME: 01/21/22 @ 1029 hrs
LOCATION: 4245 N Ocean DCR #22 (Dolphin Harbor Inn)
SUSPECT: Callen River Grover W/M 03/15/96
INCIDENT: Warrant Arrest
SUMMARY: Deputies responded the Dolphin Harbor Inn in reference to a dispatched report generated by BSO Pre-Trial Release, which indicated there was a warrant for the arrest of Callen Grover. Apparently, Grover violated the terms of his pre-trial release, after being arrested for Aggravated Assault W/ a Deadly Weapon. Grover was taken into custody without incident and transported to the BSO Main Jail by Reserve Deputy Frank.

CASE: 13-2201-000738
DATE/TIME: 01/22/22 @ 0721 hrs
LOCATION: 4200 El Mar Dr
SUSPECT: Christopher Ducharme W/M 10/8/**85**
INCIDENT: Baker Act
SUMMARY: Deputies were dispatched to an individual experiencing a mental health episode. Deputy Kratz was nearby and immediately observed Ducharme walking southward on Bougainvilla Dr near Hibiscus Av and detained him. Immediate contact with Ducharme revealed he has numerous mental health diagnoses. While handcuffed, Ducharme attempted to step into the path of a passing vehicle. Ducharme was transported to Behavioral Health in Oakland Park, under the provisions of the Baker Act. While investigating the aforementioned incident, Dep Kratz determined Ducharme had just been released from a mental health evaluation less than 48 hours prior. He also has an extensive arrest record for Aggravated Assaults and Burglaries. In Ducharme's possession was a black case, which contained a laptop computer, several blank business checks, and business cards belonging to the owner of a property management business in Ft Lauderdale. Telephone contact was made with the individual, who stated the items must have been stolen from his vehicle during an unreported burglary in Ft Lauderdale. The victim did not desire to report the crime, but preferred to finish his breakfast, in lieu of retrieving his property. He advised he would later retrieve it. After several hours passed without the victim responding to the LBTS offices, the items were placed into a locker for safe keeping and the owner referred to the BSO Evidence Unit.

CASE: 13-2112-000132 ****UPDATE****
DATE/TIME: 12/5/21 @ 1851 hrs
LOCATION: 1850 S Ocean Blvd
SUSPECT(S): Joseph Martyn W/M 9/24/66
INCIDENT: Traffic Crash with Fatality
SUMMARY: BSO DUI Det Wiley contacted BSO LBTS and requested a deputy respond to the DUI Unit on 1/27/22 at 1100 hrs. Det Wiley advised he had completed his investigation of a fatal

hit-n-run crash which occurred in LBTS on 12/5/21. He had arranged for suspect Martyn to turn himself in at 1100. Dep Kratz responded and transported Martyn to the Main Jail, where he was charged with: DUI Causing Death, DUI w/ Damage to Property/Person, DUI 4th or Subsequent Offense, Tampering with Evidence, Failure to Remain at an Accident Involving Death, and Providing False Information to Police.

CASE: 13-2201-000708
DATE/TIME: 01/25/21 @ 1835 hrs
LOCATION: 4300 Block Sea Grape Dr (Roadway)
ARRESTEE: Matthew Dunsmore, WM DOB 03/16/1985
INCIDENT: Possession of Cocaine-ARREST
SUMMARY: Deputy Almodovar Fernandez responded to a report of a possible crash involving injuries investigation. On scene, Deputy Almodovar Fernandez identified Mr. Matthew Dunsmore as the driver of the vehicle in question that was blocking the roadway. While speaking with Dunsmore, Deputy Almodovar Fernandez observed Dunsmore remove a glass crack pipe from his pocket. Deputy Almodovar Fernandez also observed in plain view, suspect cocaine inside the subject's vehicle. Deputy Almodovar Fernandez armed with his training and experience was able to establish probable cause to arrest Dunsmore for possession of cocaine and drug paraphernalia. The cocaine field tested positive on scene, vehicle was towed, Dunsmore transported to BSO Main Jail.

CASE: 13-2201-000700
DATE/TIME: 01/25/2022 @ 1227 hrs
LOCATION: 4244 El Mar Dr
INCIDENT: Grand Theft
SUMMARY: Wind Jammer Hotel video shows 4 subjects apparently use a hotel fire extinguisher to unsuccessfully beat open a gate to the pool deck. The extinguisher was not recovered. Investigation is ongoing

CASE: 13-2201-000769
DATE/TIME: 1/10/22-1/28/22
LOCATION: 4200 El Mar Dr #5
INCIDENT: Grand Theft
SUMMARY: The owner of the apartment building under construction found the cover to an outdoor fire extinguisher box on the ground. He then discovered that the extinguisher had been stolen. The last time the extinguisher was seen was on 1/10/22, when they were inspected. No suspect, video, or witnesses at this time. Investigation is ongoing.

CASE: 13-2201-000770
DATE/TIME: 1/28/22 @ 1503 hrs
LOCATION: 1439 S Ocean Blvd
SUSPECT(S): Unknown
INCIDENT: Grand Theft
SUMMARY: The victim responded to the LBTS offices to report his Callaway golf clubs/bag were stolen. The victim related, on Tuesday 1/25/22, between 1:00-1:30 pm, he and companions prepared to leave for an afternoon tee-time. Upon arriving in the lobby for departure, the group realized they had forgotten their lunch. Prior to returning to their apartment, the victim temporarily placed his golf clubs/bag inside an unsecure UPS/FedEx/USPS drop-off room, where packages are left for guests to retrieve. Approx. 30 minutes later, the victim returned and discovered the clubs/bag were missing. The victim delayed reporting, hoping the clubs would be returned. Investigation is ongoing.

CASE: 13-2105-000841
DATE/TIME: 5/28/21 @ 0954 hrs
LOCATION: 5100 N Ocean Blvd (SRL Condo)
SUSPECT: Princess R. Paul B/F, 08/28/1996
INCIDENT: Grand Theft-ARREST
SUMMARY: Last year on 03/22/2021, the victim reported that her new Apple IPhone was delivered to her brother's home, 5100 N Ocean Blvd, but was stolen by an unknown person. The victim did not contact the police in March because she was vacationing in Peru. The delivery information confirms the package was received at 1422hrs on 03/22/2021 and signed for by someone named P. Paul. The item is a gold IPhone 12 Pro 256GB, valued at $1,228.36.
On 06/02/2021, Det Mursell was assigned to investigate the case. Investigation revealed the I-Phone was sold to Cash America Pawn located at 2880 N. State Road 7, Lauderdale Lakes on 04/28/2021 for the sum of $550.00 by Princess R. Paul (B/F, 08/28/1996), who was in-fact employed by the condominium as a security guard. When confronted by management, Paul suddenly quit her job. Det Mursell later obtained video surveillance of Paul selling the phone, and her thumbprint on the pawn slip. The pawn shop later resold the phone for $841. Paul's whereabouts were unknown. Det Mursell later filed a Not-In-Custody case with the SAO.
On 11/18/2021 a Capias was issued for Princess R. Paul for Dealing in Stolen Property and False Ownership to Pawnbroker.
On 01/26/2022 Princess R. Paul (B/F, 08/28/1996) was arrested by Fort Lauderdale P.D. for the listed Capias and booked in the Broward County Main Jail with a bond of $3,500.00 for each charge. The case is now Cleared by Arrest.

CASE: 13-2201-000776
DATE/TIME: 1/28/22
LOCATION: 14 Commercial Blvd, Mulligan's Beach House
SUBJECT: Lohnes, Michael W/M approx. 50-55 yoa
INCIDENT: Battery-ARREST
SUMMARY: Subject was highly intoxicated in the downtown area. Subject initially was causing a disturbance at Aruba's and was asked to vacate the property by the Detail Deputy, which he did. Subject then when to Mulligan's and attempted to be served alcohol there. Management refused him service at which point he became belligerent with the staff. Management asked him to leave and the subject spit into the face of the manager and put his hands on her arm in an aggressive fashion. Other patrons of the establishment witnessed this altercation and stepped into to physically eject the subject from the bar. When Deputies arrived on scene they observed the subject on the ground attempting to kick and strike the patrons of the bar. Subject was detained with no issues but began to suffer and 'anxiety attack' in the patrol car at the station. AMR responded, assessed the subject and cleared him. Subject transported to the Main Jail for Booking.

MONTHLY ARREST LOGS:

M	Battery-Touch or Strike	14	Commercial Blvd
M	Burglary-Dwelling/Unoccupied	4441	Poinciana St
F	Capias -Grand Theft 3rd Degree	4417	Poinciana St
M	Capias -Grand Theft/No Bond	5100	N Ocean Blvd
M	Violation of Conditional Pre-Trial Release	274	Basin Dr
F	Disorderly Conduct	1	Commercial BLVD
M	Driving While License Suspended/Habitual Offender		Commercial Blvd/Seagrape Dr
M	DUI -Manslaughter	1800	S Ocean Blvd
M	DUI -Alcohol or Drugs/1st Offense	4400	Seagrape Dr
M	DUI -Alcohol or Drugs/1st Offense	3009	E Commercial Blvd
M	Petit Theft-1st Degree/$100> <$750	4400	N Ocean Dr
F	Petit Theft-1st Degree/$100> <$750	14	Commercial Blvd
M	Petty Theft -2nd Degree/1st Offense	4319	N Ocean Dr
M	Possession of Cocaine	4200	Seagrape Dr
M	Touch or Strike/Battery-Domestic Violence	274	Basin
M	Warrant-Violation of Probation/Aggravated Battery	4245	N Ocean Dr

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2021 YTD	2022 YTD
AUTO THEFT	1	0	1	1
BURGLARY-BUSINESS	0	0	0	0
BURGLARY-CONVEYANCE	0	0	1	0
BURGLARY-RESIDENCE	2	0	0	2
BURGLARY-STRUCTURE	0	0	0	0
FORCIBLE SEX	0	0	0	0
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	0	1	0
HOMICIDE	0	0	0	0
ROBBERY	0	0	0	0
THEFT-GRAND	4	1	0	4
THEFT-PETIT	4	1	1	4
TOTALS	**11**	**2**	**4**	**11**

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	34
COP Hours Worked - Month	50
COP Patrol Miles - Month	108
COP Hours Worked - YTD	50
COP Patrol Miles - YTD	108

COP Bike Patrol Hours - Month	7
COP Bike Patrol Hours - YTD	7

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

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

	Month	2022 YTD
Reserve Deputy - Days Worked	4	4
Reserve Deputy - Hours Worked	41	41

MONTHLY STAFFING AND STATISTICAL REPORT:
The January 2022 Monthly Staffing and Statistical Report is attached.

Lauderdale by the Sea
Monthly Activity
January 2022

Reports/Calls	
Miscellaneous Service	
Event Reports	48
Accidents	13
Calls for Service	862

Traffic	
Types of Citation	
Non-Moving / Moving Citation	44
Parking	0
Warnings	120
Total Citations	**164**

Arrests	
Type of Arrest	
Felony	3
Misdemeanor	3
NTA	2
Warrant	3
DUI	2
NIC (Felony)	1
NIC (Misdemeanor)	1
DV (Felony)	0
DV (Misd.)	1
Total Arrests	**16**

Time Worked	
Hours Worked	
Bike Patrol	8.5
Court Overtime	0
Training	19
Detached	38
Other Overtime	83.5
Days Worked	31

General	
FI	19
Truant	0
Truant Debriefed	0
Elder Link	0

Narrative
ATV/UTV: 172 Miles / 23.25 Hours Reserve Deputies worked 4 shifts (41 hrs)

MONTHLY STAFFING AND STATISTICAL REPORT
LAUDERDALE-BY-THE-SEA DISTRICT
January 31, 2021

CURRENT STAFFING ALLOCATIONS

Position	Budgeted Positions	Actual Positions	Vacant Positions
District Chief	1	1	
Executive Lieutenant	1	1	
Sergeant	4	4	
Deputy Sheriff	19	19	
Community Service Aide	1	1	
Administrative Specialist	1	1	
Clerical Specialist (P/T)	1	1	
TOTAL	**28**	**28**	**0**

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
Deputy Jeffrey Bickel	15551	Sick Leave	Illness

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
Detective Glen Genovese	13738	QRF	Adjunct Training	10
Deputy Javier Barrios	16797	RTU	Orange Bowl	10
Deputy Javier Barrios	16797	RTU	Funeral Escort (X2)	10
CSIA Giovanna Anderson	18512	Pompano Beach	MLK Parade	4
Deputy Michael Kratz	11289	Homeless Outreach	"Point-in-time" count	4
			TOTAL	**38**

LAUDERDALE BY THE SEA DISTRICT

NEARBY SEX OFFENDERS (2 Mile Radius) – JANUARY, 2022

ANTHONY MANGANARO JR.

11/08/1965

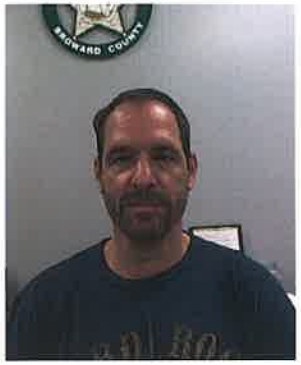
2751 NE 58th St

Fort Lauderdale, FL 33308

SEX OFFENSE, OTHER STATE (ATTEMPTED DISSEMINATE INDECENT MATERIAL TO MINORS 1ST DEGREE)

(GUILTY/CONVICTED – 11/20/2003)

New York, NY



MICHAEL DAVID SCHMEHL

05/26/1974

4141 Bayview Dr.

Ft. Lauderdale, FL 33308

SEX OFFENSE, OTHER STATE (SEXUAL ASSAULT)

(GUILTY/CONVICTED – 08/26/1998)

Bucks, PA

ANGEL MAURY

01/22/1966
4011 N Ocean Blvd. #214
Fort Lauderdale, FL 33308

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

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

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

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

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

(GUILTY/CONVICTED – 10/28/2013)

Broward, FL

LAUDERDALE BY THE SEA DISTRICT

NEARBY SEX OFFENDERS (2 Mile Radius) – JANUARY, 2022

DAVID RAPHAEL ROSENRAUCH

07/26/1971

3100 NE 46th ST.
Fort Lauderdale, FL 33308

PROV.OBSCENE MAT.MINOR; F.S. 847.0133 (PRINCIPAL)

SEXUAL PERFORMANCE BY A CHILD(POSSESS PHOTO OR PICTURE); F.S. 827.071(4) (PRINCIPAL)

PRODUCE, DIRECT, PROMOTE SEXUAL PERFORM. BY CHILD; F.S. 827.071(3) (PRINCIPAL IN ATTEMPT)

ADJUDICATION WITHHELD 11/12/1996

Lake, FL

NO IMAGE

MURPHY HANDY

11/04/1956

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

ABSCONDED FROM PROBATION

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

(GUILTY/CONVICTED – 09/21/1995)

Broward, FL

JAMES ORLIN CLARKE

05/14/1980

4011 N Ocean Blvd. #105

Fort Lauderdale, FL 33308

Ocean Reef Hotel

SEX OFFENSE, OTHER STATE (3RD DEGREE CRIMINAL SEXUAL CONDUCT-PERSON 13 TO 15)

(GUILTY/CONVICTED – 11/09/1999)

Macomb, MI

January 31, 2022

Prepared by: Giovanna Anderson

Town Commission Agenda Item Report

Meeting Date: February 8, 2022
Submitted by: Lucila Lang, Director of Finance & Budget
Submitting Department: Administration
Item Type: Report
Agenda Section: TOWN MANAGER REPORT

Subject Title: December 2021 Finance Report

Explanation: Presented is the December 2021 financial report which consists of the attached Revenue Expenditure Report (Exhibit 1) and the Cash & Investment Report (Exhibit 2). At the end of December, the Town was 25% through the fiscal year.

The following is a summary of the operating results through 12/31/21:

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	$ 14,287,803.00	$ 1,688,752.00	$ 12,599,051.00	$ 8,350,596.80	**66.28%**	$ 3,024,012.19	**24.00%**	$ 5,326,584.61
Building Fund	$ 874,683.00	$ 50,000.00	$ 824,683.00	$ 216,051.55	**26.20%**	$ 91,562.11	**11.10%**	$ 124,489.44
Sewer Fund	$ 1,394,936.00	$ 200,281.00	$ 1,194,655.00	$ 193,736.63	**16.22%**	$ 222,194.82	**18.60%**	$ (28,458.19)
Fire Fund	$ 1,945,755.00	$ 898,507.00	$ 1,047,248.00	$ 888,717.25	**84.86%**	$ 235,643.74	**22.50%**	$ 653,073.51
Capital Fund	$ 6,053,309.00	$ 2,733,903.00	$ 3,319,406.00	$ 1,668,931.00	**50.28%**	$ 1,894,823.71	**31.30%**	$ (225,892.71)
Parking Fund	$ 2,294,883.00	$ -	$ 2,294,883.00	$ 596,144.07	**25.98%**	$ 206,817.26	**9.01%**	$ 389,326.81
Grand Total	$ 26,851,369.00	$ 5,571,443.00	$ 21,279,926.00	$ 11,914,177.30		$ 5,675,053.83		$ 6,239,123.47

Notable items this month are as follows:

General Fund

- During the month of December, the Town collected $5,652,252.18 in Ad Valorem Property Taxes which brings the Town to an 85.7% collection rate. This is consistent with the Town's expectations.
- Revenues such as utility taxes and franchise taxes are below expectations, but overall revenues are at 58.4%.

Building Fund-102

- Revenues are within expectations at 26.2%
- Expenditures show below budgeted amounts, but this is because CAP payments for November and December have not been processed.

Sewer Fund-103

- Sewer revenues display at 16.2% because the December sewer fees from the City of Fort Lauderdale had not been received or posted as of the end of the month.
- Expenditures for the Sewer Fund are within expectations for this month.

Fire Fund-115

- During December the Town received $613,105.53 in Fire Assessment Fee revenues which is 84.8% of the amount that was budgeted.
- Expenses are within expectations.

Capital Projects Fund-300

- Activity for capital projects for the month of December is listed below:

CIP Projects	Budget	December Expenditures	YTD Expenditures	% Completion	Comments
A1A Hibiscus Crosswalk	$ -	$ 14,731.18	$ 14,731.18		Payment made to Kilowatt Electric Company to supply and install all materials for typical solar set up on 2 aluminum poles including light bars, poles, signs, push buttons, controllers, solar packages, concrete footers.
Town Hall Complex	$ 251,000.00	$ -	$ -	0.00%	
Downtown Parking Reconfiguration	$ 350,000.00	$ -	$ 25,291.18	7.23%	No expenses for the month of December.
Bel Air-Seawall Repair-East	$ -	$ 924.95	$ 924.95		Payments to The Chappell Group, Inc. to process permit applications.
Canal Dredging	$ 70,000.00	$ 4,971.46	$ 4,971.46	7.10%	Payments to The Chappell Group, Inc. to process permit applications.
Storm Water Rate Study	$ 40,000.00	$ -	$ -	0.00%	
East Tradewinds Improvement	$ 50,000.00	$ -	$ -	0.00%	
Beach Renourishment	$ -	$ 735.60	$ 17,591.37		Payments to Moffatt & Nichol-Professional Services Rendered-Consultation meetings. Note: A budget amendment will be processed in January to carry over unxepended funds from FY21.
Pedestrian Amenities	$ 150,000.00	$ 2,034.35	$ 2,034.35	1.36%	Payments to Baxter & Woodman, Inc. for field review and data collection and sub consultant-Ritzel-Mason.
Palm Club Sewer	$ 1,450,000.00	$ 1,767,759.53	$ 1,799,066.84	124.07%	Payments to Man-Con, Inc.: Mobilization/Demobilization-Bonds & Insurance-Permits-Survey-Testing-Dewatering-Project: General Conditions-MOT. Note: For this month, this project shows expenses at 124%; a budget amendment will be processed in January to carry over unexpended funds from FY21.
Street Project-Codrington Drive	$ 1,150,000.00	$ 3,114.22	$ 19,002.22	1.65%	Payments to Baxter & Woodman, Inc. for a preliminary design and color designs done by Westside Reprographics, Inc.
Dog Park Pilot	$ 50,000.00	$ -	$ -	0.00%	
Greenway-El Mar Drive	$ 2,327,566.00	$ -	$ -	0.00%	
Totals:	$ 5,888,566.00	$ 1,794,271.29	$ 1,883,613.55		

Parking Fund-310

- Parking revenues are at 26.8%, within expectations for the first quarter of the year.
- Expenditures are also within expectations.

Below is a breakdown of revenue by lots for the first quarter of the fiscal year:

FY22	October, 2021	$ (+/-) From 10/20	November, 2021	$ (+/-) From 11/20	December, 2021	$ (+/-) From 12/20
South Ocean	$ 13,125.30	$ 6,175.55	$ 14,037.67	$ 6,475.73	$ 16,895.21	$ 8,223.81
Ocean Front Meters	$ 26,618.70	$ 4,166.37	$ 30,496.68	$ 10,082.49	$ 26,684.24	$ (484.37)
Commercial Blvd. Meters	$ 5,145.95	$ (742.71)	$ 6,600.15	$ 329.07	$ 7,129.44	$ (1,810.28)
Parking Meters-Beach	$ 13,568.30	$ (2,057.85)	$ 13,251.26	$ (1,312.88)	$ 13,029.99	$ (5,008.94)
Palm Portal-FDG	$ 5,631.62	$ 5,631.62	$ 4,604.05	$ 4,604.05	$ 6,993.37	$ 6,993.37
El Prado Parking Lot	$ 31,559.20	$ 9,566.94	$ 29,512.78	$ 9,155.12	$ 36,104.75	$ 5,699.72
Town Hall Parking Lot	$ 2,049.66	$ 1,738.72	$ 916.92	$ (438.12)	$ 1,479.97	$ 961.41
El Mar Parking Lot	$ 18,370.85	$ 2,283.94	$ 20,330.79	$ 6,512.15	$ 17,742.52	$ (1,647.57)
A1A Parking Lot	$ 37,401.42	$ 14,971.79	$ 36,206.45	$ 16,841.75	$ 40,347.80	$ 12,213.38
Bougainvilla/Poinciana	$ 11,509.14	$ 4,355.13	$ 11,474.18	$ 4,008.85	$ 13,219.25	$ 2,836.71
Eastward Strand Parking Spaces	$ -	$ (5,693.78)	$ -	$ (4,623.73)	$ -	$ (6,992.78)
Monthly Total for FY22:	$ 164,980.14		$ 167,430.93		$ 179,626.54	
Difference from last year $$:	$ 40,395.72		$ 51,634.48		$ 20,984.46	
Difference from last year %:	32.42%		44.59%		13.23%	

*As a reminder, the Palm Portal did not have its own revenue account. It has now been created in FY22 to better assist in the FDG payment processing. Previously, all the revenues for Palm Portal were reported in the Parking Meters-Beach revenue account (310-304.000-344.554).

The top producing lots for December 2021 are:

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

Attachments:

Exhibit 1-Revenue/Expenditure Report
Exhibit 2-Cash & Investment Report

For the Period: 10/1/2021 to 12/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	1,688,752.00	1,688,752.00	0.00	0.00	0.00	1,688,752.00	0.0
Appropriated Fund Balance	1,688,752.00	1,688,752.00	0.00	0.00	0.00	1,688,752.00	0.0
Dept: 301.000 Ad Valorem Property Taxes							
311.100 Ad Valorem Property Taxes	8,996,323.00	8,996,323.00	7,709,549.06	5,652,252.18	0.00	1,286,773.94	85.7
Ad Valorem Property Taxes	8,996,323.00	8,996,323.00	7,709,549.06	5,652,252.18	0.00	1,286,773.94	85.7
Dept: 301.100 Utility Taxes							
311.101 FPL Utility Tax	897,700.00	897,700.00	155,412.81	76,111.32	0.00	742,287.19	17.3
311.440 Gas Utility Tax	18,000.00	18,000.00	1,701.79	707.19	0.00	16,298.21	9.5
314.300 Water Utility Tax	167,400.00	167,400.00	29,129.02	14,607.30	0.00	138,270.98	17.4
Utility Taxes	1,083,100.00	1,083,100.00	186,243.62	91,425.81	0.00	896,856.38	17.2
Dept: 301.600 Franchise Taxes							
313.100 Fl Power & Light Franchise	600,500.00	600,500.00	119,331.20	55,639.25	0.00	481,168.80	19.9
313.300 Waste Franchise Collection	171,000.00	171,000.00	7,672.63	7,672.63	0.00	163,327.37	4.5
313.301 Waste Franchise Adm-Fee	9,000.00	9,000.00	7,459.11	0.00	0.00	1,540.89	82.9
313.400 Gas Franchise	19,000.00	19,000.00	1,411.03	482.77	0.00	17,588.97	7.4
313.600 Towing Franchise Fees	700.00	700.00	0.00	0.00	0.00	700.00	0.0
Franchise Taxes	800,200.00	800,200.00	135,873.97	63,794.65	0.00	664,326.03	17.0
Dept: 302.000 Licenses & Permits							
321.100 Business License Taxes	86,000.00	86,000.00	67,881.27	4,593.13	0.00	18,118.73	78.9
321.110 Sidewalk Cafe ROW	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
322.150 Miscellaneous Permits	500.00	500.00	0.00	0.00	0.00	500.00	0.0
322.400 Sign Permits	3,000.00	3,000.00	30.00	30.00	0.00	2,970.00	1.0
Licenses & Permits	129,500.00	129,500.00	67,911.27	4,623.13	0.00	61,588.73	52.4
Dept: 303.000 Intergovernmental Revenues							
311.120 Municipal Revenue Sharing	169,000.00	169,000.00	41,896.59	13,965.53	0.00	127,103.41	24.8
311.150 Alcoholic Beverage License	16,700.00	16,700.00	97.89	0.00	0.00	16,602.11	0.6
311.180 Sales Tax	422,700.00	422,700.00	78,777.92	40,309.55	0.00	343,922.08	18.6
312.405 Local Op Gas Tax 1 - 6 cent	67,499.00	67,499.00	10,626.30	5,508.27	0.00	56,872.70	15.7
312.410 Local Op Gas Tax 1 - 5 cent	47,857.00	47,857.00	7,366.97	3,779.56	0.00	40,490.03	15.4
315.100 Communication Service Tax	321,000.00	321,000.00	54,774.59	30,231.71	0.00	266,225.41	17.1
334.910 BCC-Senior Center Grant	19,233.00	19,233.00	0.00	0.00	0.00	19,233.00	0.0
334.914 BCC-Transporation Grant	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0
334.915 FDOT-Reimbursable Grant	18,606.00	18,606.00	0.00	0.00	0.00	18,606.00	0.0
334.932 DUNE MANAGEMENT GRANT	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.0
Intergovernmental Revenues	1,262,595.00	1,262,595.00	193,540.26	93,794.62	0.00	1,069,054.74	15.3
Dept: 304.000 Charges for Services							
343.902 Site Plan Application Fees	1,650.00	1,650.00	0.00	0.00	0.00	1,650.00	0.0
347.500 Tennis - Shuffle Key	6,000.00	6,000.00	490.00	10.00	0.00	5,510.00	8.2
Charges for Services	7,650.00	7,650.00	490.00	10.00	0.00	7,160.00	6.4
Dept: 305.000 Fines & Forfeitures							
354.150 Fines,TrafficViolation,Citatio	32,000.00	32,000.00	3,506.28	2,067.49	0.00	28,493.72	11.0
354.160 Code Enforcement Fines	25,000.00	25,000.00	4,725.00	500.00	0.00	20,275.00	18.9
359.100 Other Fines & Alarms	3,000.00	3,000.00	1,500.00	0.00	0.00	1,500.00	50.0
Fines & Forfeitures	60,000.00	60,000.00	9,731.28	2,567.49	0.00	50,268.72	16.2
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	30,000.00	30,000.00	353.41	150.00	0.00	29,646.59	1.2
362.000 Rent/Lease Royalties	79,503.00	79,503.00	20,673.48	7,035.21	0.00	58,829.52	26.0
365.400 Recycling Revenue	0.00	0.00	731.71	234.21	0.00	-731.71	0.0
366.100 Donations	6,000.00	6,000.00	9,450.00	500.00	0.00	-3,450.00	157.5
369.100 Miscellaneous Revenues	75,000.00	75,000.00	12,145.75	3,790.00	0.00	62,854.25	16.2
369.200 Miscellaneous Applications	15,000.00	15,000.00	1,400.00	350.00	0.00	13,600.00	9.3

For the Period: 10/1/2021 to 12/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Revenues							
Dept: 306.000 Miscellaneous Revenues							
369.201 Miscellaneous MerchandiseSales	0.00	0.00	109.00	104.00	0.00	-109.00	0.0
369.250 Recreational Activities Fee	1,430.00	1,430.00	110.00	5.00	0.00	1,320.00	7.7
369.500 Miscellaneous Lobbyist	250.00	250.00	200.00	50.00	0.00	50.00	80.0
369.901 Insurance Reimbursement	30,500.00	30,500.00	2,083.99	1,257.00	0.00	28,416.01	6.8
Miscellaneous Revenues	237,683.00	237,683.00	47,257.34	13,475.42	0.00	190,425.66	19.9
Dept: 581.100 Interfund Transfers							
380.115 Transfer from Fire - OH Costs	22,000.00	22,000.00	0.00	0.00	0.00	22,000.00	0.0
Interfund Transfers	22,000.00	22,000.00	0.00	0.00	0.00	22,000.00	0.0
Revenues	14,287,803.00	14,287,803.00	8,350,596.80	5,921,943.30	0.00	5,937,206.20	58.4
Expenditures							
Dept: 511.000 Commission							
500.110 Commission Salaries	68,415.00	68,415.00	15,305.49	7,518.09	0.00	53,109.51	22.4
500.210 Employer FICA Taxes	5,234.00	5,234.00	1,093.85	538.86	0.00	4,140.15	20.9
500.220 Retirement	35,179.00	35,179.00	4,004.31	2,577.22	0.00	31,174.69	11.4
500.230 Group Insurance	82,347.00	82,347.00	19,189.78	3,030.67	0.00	63,157.22	23.3
500.345 Contractual Services	4,500.00	4,500.00	787.50	0.00	0.00	3,712.50	17.5
500.510 Office Supplies	500.00	500.00	0.00	0.00	0.00	500.00	0.0
500.512 Elections	13,400.00	13,400.00	0.00	0.00	0.00	13,400.00	0.0
500.540 Dues & Subscriptions	2,700.00	2,700.00	350.00	0.00	0.00	2,350.00	13.0
500.545 Training	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
500.550 Operating Expenses	15,000.00	15,000.00	464.84	0.00	0.00	14,535.16	3.1
Commission	233,275.00	233,275.00	41,195.77	13,664.84	0.00	192,079.23	17.7
Dept: 511.100 Donation-Non Profits							
500.820 Donations-Aids to Private Org	63,259.00	63,259.00	4,000.00	0.00	0.00	59,259.00	6.3
Donation-Non Profits	63,259.00	63,259.00	4,000.00	0.00	0.00	59,259.00	6.3
Dept: 511.200 Visitor Center							
500.120 Regular Salaries	13,427.00	13,427.00	3,426.07	1,922.08	0.00	10,000.93	25.5
500.140 Overtime Salaries	1,500.00	1,500.00	176.44	147.85	0.00	1,323.56	11.8
500.210 Employer FICA Taxes	1,142.00	1,142.00	262.09	147.04	0.00	879.91	23.0
500.220 Retirement	1,453.00	1,453.00	342.61	192.21	0.00	1,110.39	23.6
500.230 Group Insurance	4,019.00	4,019.00	998.84	165.88	0.00	3,020.16	24.9
500.340 Sewer/Wastewater	3,300.00	3,300.00	764.35	293.77	0.00	2,535.65	23.2
500.430 Electric Service	1,600.00	1,600.00	174.24	0.00	0.00	1,425.76	10.9
500.431 Water Service	3,000.00	3,000.00	815.18	317.10	0.00	2,184.82	27.2
500.520 Bldg. Maintenance	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
500.550 Operating Expenses	10,000.00	10,000.00	85.65	4.95	0.00	9,914.35	0.9
500.553 Visitor Center Staff Salaries	55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	0.0
Visitor Center	104,441.00	104,441.00	7,045.47	3,190.88	0.00	97,395.53	6.7
Dept: 513.000 Administration							
500.120 Regular Salaries	596,812.00	596,812.00	144,988.14	74,493.94	0.00	451,823.86	24.3
500.121 Temporary Salaries/ Interns	15,000.00	15,000.00	2,401.50	615.00	0.00	12,598.50	16.0
500.140 Overtime Salaries	2,500.00	2,500.00	151.23	99.54	0.00	2,348.77	6.0
500.210 Employer FICA Taxes	45,848.00	45,848.00	10,253.89	4,730.81	0.00	35,594.11	22.4
500.220 Retirement	101,767.00	101,767.00	9,422.29	6,895.70	0.00	92,344.71	9.3
500.230 Group Insurance	156,748.00	156,748.00	35,094.98	7,248.50	0.00	121,653.02	22.4
500.315 Professional Services	54,000.00	54,000.00	0.00	0.00	0.00	54,000.00	0.0
500.320 Audit Expense	38,000.00	38,000.00	1,000.00	1,000.00	0.00	37,000.00	2.6
500.344 HR Expenses	5,000.00	5,000.00	682.15	517.00	0.00	4,317.85	13.6
500.345 Contractual Services	45,840.00	45,840.00	6,646.92	2,218.71	0.00	39,193.08	14.5
500.463 Service Maintenance Contracts	21,300.00	21,300.00	9,343.83	1,332.54	0.00	11,956.17	43.9
500.506 Printing & Binding	3,500.00	3,500.00	55.00	-3,723.00	0.00	3,445.00	1.6
500.508 Postage	4,500.00	4,500.00	2,171.89	675.98	0.00	2,328.11	48.3

For the Period: 10/1/2021 to 12/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 513.000 Administration							
500.510 Office Supplies	6,000.00	6,000.00	1,151.52	384.83	0.00	4,848.48	19.2
500.540 Dues & Subscriptions	7,795.00	7,795.00	2,757.75	150.00	0.00	5,037.25	35.4
500.545 Training	10,800.00	10,800.00	1,190.06	0.00	0.00	9,609.94	11.0
500.550 Operating Expenses	15,820.00	15,820.00	3,913.50	1,218.84	1.00	11,905.50	24.7
Administration	1,131,230.00	1,131,230.00	231,224.65	97,858.39	1.00	900,004.35	20.4
Dept: 514.000 Town Attorney							
500.310 Legal Expense	315,000.00	315,000.00	84,476.68	19,955.80	0.00	230,523.32	26.8
500.314 Litigation	105,000.00	105,000.00	187.79	0.00	0.00	104,812.21	0.2
500.319 Ethics Research, Training & Op	6,000.00	6,000.00	1,649.80	0.00	0.00	4,350.20	27.5
Town Attorney	426,000.00	426,000.00	86,314.27	19,955.80	0.00	339,685.73	20.3
Dept: 519.000 General							
500.120 Regular Salaries	162,750.00	162,750.00	36,076.99	17,884.65	0.00	126,673.01	22.2
500.210 Employer FICA Taxes	12,451.00	12,451.00	2,775.24	1,375.74	0.00	9,675.76	22.3
500.220 Retirement	17,610.00	17,610.00	1,999.62	1,290.08	0.00	15,610.38	11.4
500.230 Group Insurance	33,808.00	33,808.00	8,204.77	1,466.33	0.00	25,603.23	24.3
500.311 Advertisements	12,000.00	12,000.00	5,121.30	2,216.00	0.00	6,878.70	42.7
500.315 Professional Services	40,000.00	40,000.00	8,004.34	2,500.00	0.00	31,995.66	20.0
500.345 Contractual Services	40,200.00	40,200.00	8,322.56	2,081.48	0.00	31,877.44	20.7
500.349 Community Bus	160,216.00	160,216.00	28,688.12	9,346.48	0.00	131,527.88	17.9
500.451 Auto, Property & Liability Ins	134,800.00	134,800.00	64,718.50	0.00	0.00	70,081.50	48.0
500.452 Workers Compensation Insur	44,000.00	44,000.00	9,805.25	0.00	0.00	34,194.75	22.3
500.463 Service Maintenance Contracts	12,000.00	12,000.00	275.00	0.00	0.00	11,725.00	2.3
500.497 Contingency	100,000.00	100,000.00	1,200.84	1,200.84	0.00	98,799.16	1.2
500.506 Printing & Binding	18,500.00	18,500.00	5,411.00	5,411.00	0.00	13,089.00	29.2
500.508 Postage	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.511 Computer Expense	91,575.00	91,575.00	24,020.33	8,058.64	0.00	67,554.67	26.2
500.525 Uniform Expense	225.00	225.00	0.00	0.00	0.00	225.00	0.0
500.545 Training	500.00	500.00	0.00	0.00	0.00	500.00	0.0
500.550 Operating Expenses	23,000.00	23,000.00	16,840.89	0.00	0.00	6,159.11	73.2
500.552 Recycling and Solid Waste Exp	30,000.00	30,000.00	421.11	359.46	0.00	29,578.89	1.4
General	936,635.00	936,635.00	221,885.86	53,190.70	0.00	714,749.14	23.7
Dept: 519.100 Business Dev & Marketing							
500.311 Advertisements	34,700.00	34,700.00	2,940.00	2,545.00	0.00	31,760.00	8.5
500.315 Professional Services	91,500.00	91,500.00	7,376.01	6,821.01	0.00	84,123.99	8.1
500.345 Contractual Services	17,758.00	17,758.00	6,204.22	204.22	0.00	11,553.78	34.9
500.495 Special Events	9,400.00	9,400.00	2,824.60	2,404.60	0.00	6,575.40	30.0
500.506 Printing & Binding	15,275.00	15,275.00	0.00	0.00	0.00	15,275.00	0.0
500.540 Dues & Subscriptions	1,780.00	1,780.00	494.00	390.00	0.00	1,286.00	27.8
500.550 Operating Expenses	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
Business Dev & Marketing	171,413.00	171,413.00	19,838.83	12,364.83	0.00	151,574.17	11.6
Dept: 521.000 Police Department							
500.141 BSO Overtime	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	0.0
500.345 Contractual Services	5,378,907.00	5,378,907.00	1,344,726.75	448,242.25	0.00	4,034,180.25	25.0
500.352 Contract Services	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.520 Bldg. Maintenance	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
500.550 Operating Expenses	5,000.00	5,000.00	1,036.98	0.00	0.00	3,963.02	20.7
500.640 Capital Outlay - Equipt & Mach	2,200.00	2,200.00	0.00	0.00	0.00	2,200.00	0.0
Police Department	5,472,607.00	5,472,607.00	1,345,763.73	448,242.25	0.00	4,126,843.27	24.6
Dept: 523.000 Emergency Medical Services							
500.345 Contractual Services	873,699.00	873,699.00	218,424.75	72,808.25	0.00	655,274.25	25.0
Emergency Medical Services	873,699.00	873,699.00	218,424.75	72,808.25	0.00	655,274.25	25.0
Dept: 524.000 Development Services							
500.120 Regular Salaries	272,842.00	272,842.00	40,250.18	20,521.45	0.00	232,591.82	14.8

For the Period: 10/1/2021 to 12/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 524.000 Development Services							
500.140 Overtime Salaries	5,000.00	5,000.00	40.23	12.00	0.00	4,959.77	0.8
500.210 Employer FICA Taxes	21,255.00	21,255.00	3,003.81	1,528.30	0.00	18,251.19	14.1
500.220 Retirement	61,131.00	61,131.00	5,264.51	3,160.60	0.00	55,866.49	8.6
500.230 Group Insurance	74,259.00	74,259.00	9,689.53	2,336.56	0.00	64,569.47	13.0
500.315 Professional Services	66,500.00	66,500.00	11,127.00	5,361.25	0.00	55,373.00	16.7
500.345 Contractual Services	319,574.00	319,574.00	80,819.23	23,437.17	0.00	238,754.77	25.3
500.461 Vehicle Maintenance	250.00	250.00	24.98	0.00	0.00	225.02	10.0
500.462 Fuel	500.00	500.00	84.50	43.39	0.00	415.50	16.9
500.463 Service Maintenance Contracts	6,600.00	6,600.00	2,531.20	399.35	0.00	4,068.80	38.4
500.506 Printing & Binding	1,300.00	1,300.00	1,617.14	1,414.45	0.00	-317.14	124.4
500.508 Postage	5,000.00	5,000.00	116.74	0.00	0.00	4,883.26	2.3
500.510 Office Supplies	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
500.525 Uniform Expense	600.00	600.00	0.00	0.00	0.00	600.00	0.0
500.540 Dues & Subscriptions	3,300.00	3,300.00	0.00	0.00	0.00	3,300.00	0.0
500.545 Training	4,500.00	4,500.00	59.00	0.00	0.00	4,441.00	1.3
500.550 Operating Expenses	9,000.00	9,000.00	457.45	184.97	0.00	8,542.55	5.1
500.640 Capital Outlay - Equipt & Mach	0.00	0.00	8,400.00	0.00	0.00	-8,400.00	0.0
Development Services	854,111.00	854,111.00	163,485.50	58,399.49	0.00	690,625.50	19.1
Dept: 541.100 Mun Srvcs - Public Works Div							
500.120 Regular Salaries	888,471.00	888,471.00	209,299.28	111,854.26	0.00	679,171.72	23.6
500.140 Overtime Salaries	50,000.00	50,000.00	8,515.02	5,174.91	0.00	41,484.98	17.0
500.210 Employer FICA Taxes	71,793.00	71,793.00	16,515.35	8,880.89	0.00	55,277.65	23.0
500.220 Retirement	112,979.00	112,979.00	11,670.28	7,819.20	0.00	101,308.72	10.3
500.230 Group Insurance	285,494.00	285,494.00	70,299.78	12,350.69	0.00	215,194.22	24.6
500.315 Professional Services	75,000.00	75,000.00	2,171.15	0.00	0.00	72,828.85	2.9
500.340 Sewer/Wastewater	14,000.00	14,000.00	2,046.83	708.14	0.00	11,953.17	14.6
500.345 Contractual Services	322,817.00	322,817.00	57,964.30	14,443.10	0.00	264,852.70	18.0
500.410 Communications	41,800.00	41,800.00	12,748.18	4,611.08	0.00	29,051.82	30.5
500.430 Electric Service	48,000.00	48,000.00	7,020.85	106.87	0.00	40,979.15	14.6
500.431 Water Service	160,000.00	160,000.00	37,688.04	12,423.46	0.00	122,311.96	23.6
500.433 Electic Service-Streets	62,500.00	62,500.00	12,202.38	3,085.97	0.00	50,297.62	19.5
500.445 Equip Rent/Lease	17,500.00	17,500.00	3,187.20	1,154.00	0.00	14,312.80	18.2
500.460 Equipment Maintenance	27,080.00	27,080.00	582.95	120.67	0.00	26,497.05	2.2
500.461 Vehicle Maintenance	14,000.00	14,000.00	1,249.85	1,249.85	0.00	12,750.15	8.9
500.462 Fuel	24,000.00	24,000.00	6,253.58	2,148.38	0.00	17,746.42	26.1
500.463 Service Maintenance Contracts	20,705.00	20,705.00	5,535.14	2,778.08	0.00	15,169.86	26.7
500.470 Radio Maintenance	2,400.00	2,400.00	0.00	0.00	0.00	2,400.00	0.0
500.498 Storm Drain Rehab/Maint	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
500.508 Postage	250.00	250.00	88.21	0.00	0.00	161.79	35.3
500.510 Office Supplies	1,750.00	1,750.00	0.00	0.00	0.00	1,750.00	0.0
500.520 Bldg. Maintenance	65,000.00	65,000.00	9,651.66	2,758.28	0.00	55,348.34	14.8
500.525 Uniform Expense	12,000.00	12,000.00	3,823.88	0.00	0.00	8,176.12	31.9
500.529 Street Light Maintenance	35,000.00	35,000.00	40,591.31	1,043.10	0.00	-5,591.31	116.0
500.530 Street Maint Repair Supply	85,000.00	85,000.00	2,548.12	1,322.63	0.00	82,451.88	3.0
500.531 Grounds Maint/Landscaping	50,000.00	50,000.00	4,414.22	313.67	0.00	45,585.78	8.8
500.532 Signs	12,500.00	12,500.00	1,033.29	0.00	0.00	11,466.71	8.3
500.534 Sidewalk Maint Repair	15,000.00	15,000.00	5,796.74	0.00	0.00	9,203.26	38.6
500.535 Flags	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
500.540 Dues & Subscriptions	2,285.00	2,285.00	910.00	215.00	0.00	1,375.00	39.8
500.545 Training	6,000.00	6,000.00	742.67	692.67	0.00	5,257.33	12.4
500.547 Hurricane Expenditure	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
500.550 Operating Expenses	70,000.00	70,000.00	14,449.38	7,926.29	0.00	55,550.62	20.6
500.624 Capital Outlay-Bldg. Improvemt	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
500.640 Capital Outlay - Equipt & Mach	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
500.644 Capital Outlay-Vehicles	39,263.00	39,263.00	6,965.92	2,306.89	0.00	32,297.08	17.7
Mun Srvcs - Public Works Div	2,761,087.00	2,761,087.00	555,965.56	205,488.08	0.00	2,205,121.44	20.1
Dept: 572.000 Recreation							

For the Period: 10/1/2021 to 12/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 572.000 Recreation							
500.311 Advertisements	1,800.00	1,800.00	810.73	569.73	0.00	989.27	45.0
500.342 Senior Rec. Ctr. Contract	94,834.00	94,834.00	23,258.49	8,567.83	0.00	71,575.51	24.5
500.343 Beach Maintenance Contract	264,000.00	264,000.00	61,500.00	20,500.00	0.00	202,500.00	23.3
500.345 Contractual Services	11,000.00	11,000.00	0.00	0.00	0.00	11,000.00	0.0
500.347 Programs	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.0
500.430 Electric Service	600.00	600.00	80.63	0.00	0.00	519.37	13.4
500.460 Equipment Maintenance	8,000.00	8,000.00	1,198.26	0.00	0.00	6,801.74	15.0
500.469 Buoy Maintenance	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.0
500.495 Special Events	105,000.00	105,000.00	14,521.81	3,063.92	0.00	90,478.19	13.8
500.510 Office Supplies	650.00	650.00	576.58	99.99	0.00	73.42	88.7
500.520 Bldg. Maintenance	45,000.00	45,000.00	5,305.33	1,483.33	0.00	39,694.67	11.8
500.536 Sea Oats	12,000.00	12,000.00	800.00	0.00	0.00	11,200.00	6.7
500.550 Operating Expenses	112,000.00	112,000.00	14,225.97	6,719.30	0.00	97,774.03	12.7
500.640 Capital Outlay - Equipt & Mach	47,500.00	47,500.00	6,590.00	0.00	0.00	40,910.00	13.9
Recreation	719,384.00	719,384.00	128,867.80	41,004.10	0.00	590,516.20	17.9
Dept: 581.100 Interfund Transfers							
500.910 Transfer to CIP Fund	540,662.00	540,662.00	0.00	0.00	0.00	540,662.00	0.0
Interfund Transfers	540,662.00	540,662.00	0.00	0.00	0.00	540,662.00	0.0
Expenditures	14,287,803.00	14,287,803.00	3,024,012.19	1,026,167.61	1.00	11,263,789.81	21.2
Net Effect for General Fund	0.00	0.00	5,326,584.61	4,895,775.69	1.00	-5,326,583.61	0.0
Change in Fund Balance:			5,326,584.61				

For the Period: 10/1/2021 to 12/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 101 - Special Revenue-Police Conf							
Revenues							
Dept: 306.000 Miscellaneous Revenues							
369.100 Miscellaneous Revenues	0.00	0.00	52.31	52.31	0.00	-52.31	0.0
Miscellaneous Revenues	0.00	0.00	52.31	52.31	0.00	-52.31	0.0
Revenues	0.00	0.00	52.31	52.31	0.00	-52.31	0.0
Net Effect for Special Revenue-Police Conf	0.00	0.00	52.31	52.31	0.00	-52.31	0.0
Change in Fund Balance:			52.31				

For the Period: 10/1/2021 to 12/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 102 - Building Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
Appropriated Fund Balance	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
Dept: 302.100 Building Permit and Inpection							
322.100 Building Permits	808,183.00	808,183.00	210,825.55	56,574.07	0.00	597,357.45	26.1
322.105 Fire Plan Review Fees	16,500.00	16,500.00	5,226.00	800.00	0.00	11,274.00	31.7
Building Permit and Inpection	824,683.00	824,683.00	216,051.55	57,374.07	0.00	608,631.45	26.2
Revenues	874,683.00	874,683.00	216,051.55	57,374.07	0.00	658,631.45	24.7
Expenditures							
Dept: 524.100 Building							
500.120 Regular Salaries	80,642.00	80,642.00	15,090.64	7,864.96	0.00	65,551.36	18.7
500.210 Employer FICA Taxes	6,170.00	6,170.00	1,317.56	688.37	0.00	4,852.44	21.4
500.220 Retirement	15,802.00	15,802.00	1,709.23	892.32	0.00	14,092.77	10.8
500.230 Group Insurance	22,069.00	22,069.00	3,950.86	762.04	0.00	18,118.14	17.9
500.315 Professional Services	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
500.402 Building Permit Services	650,000.00	650,000.00	69,493.82	0.00	0.00	580,506.18	10.7
Building	874,683.00	874,683.00	91,562.11	10,207.69	0.00	783,120.89	10.5
Expenditures	874,683.00	874,683.00	91,562.11	10,207.69	0.00	783,120.89	10.5
Net Effect for Building Fund	0.00	0.00	124,489.44	47,166.38	0.00	-124,489.44	0.0
Change in Fund Balance:			124,489.44				

For the Period: 10/1/2021 to 12/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 103 - Sewer Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	200,281.00	200,281.00	0.00	0.00	0.00	200,281.00	0.0
Appropriated Fund Balance	200,281.00	200,281.00	0.00	0.00	0.00	200,281.00	0.0
Dept: 304.000 Charges for Services							
343.500 Sewer Fees	1,193,155.00	1,193,155.00	193,698.35	0.00	0.00	999,456.65	16.2
Charges for Services	1,193,155.00	1,193,155.00	193,698.35	0.00	0.00	999,456.65	16.2
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	1,500.00	1,500.00	38.28	20.37	0.00	1,461.72	2.6
Miscellaneous Revenues	1,500.00	1,500.00	38.28	20.37	0.00	1,461.72	2.6
Revenues	1,394,936.00	1,394,936.00	193,736.63	20.37	0.00	1,201,199.37	13.9
Expenditures							
Dept: 535.000 Sanitary Sewers							
500.120 Regular Salaries	58,968.00	58,968.00	18,446.28	9,591.09	0.00	40,521.72	31.3
500.140 Overtime Salaries	5,250.00	5,250.00	1,310.33	823.10	0.00	3,939.67	25.0
500.210 Employer FICA Taxes	4,913.00	4,913.00	1,504.36	792.52	0.00	3,408.64	30.6
500.220 Retirement	10,422.00	10,422.00	2,966.31	1,542.83	0.00	7,455.69	28.5
500.230 Group Insurance	8,773.00	8,773.00	1,888.77	436.11	0.00	6,884.23	21.5
500.315 Professional Services	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.340 Sewer/Wastewater	800,000.00	800,000.00	190,152.44	60,757.90	0.00	609,847.56	23.8
500.345 Contractual Services	18,000.00	18,000.00	3,052.78	0.00	0.00	14,947.22	17.0
500.430 Electric Service	24,000.00	24,000.00	2,764.09	0.00	0.00	21,235.91	11.5
500.431 Water Service	360.00	360.00	50.37	18.38	0.00	309.63	14.0
500.459 Sewer Line Maintenance	280,000.00	280,000.00	0.00	0.00	0.00	280,000.00	0.0
500.465 Pump Station Maintenance	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.497 Contingency	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
500.506 Printing & Binding	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
500.550 Operating Expenses	2,250.00	2,250.00	59.09	0.00	0.00	2,190.91	2.6
500.630 Cap Outlay Imp other than bldg	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	0.0
Sanitary Sewers	1,394,936.00	1,394,936.00	222,194.82	73,961.93	0.00	1,172,741.18	15.9
Expenditures	1,394,936.00	1,394,936.00	222,194.82	73,961.93	0.00	1,172,741.18	15.9
Net Effect for Sewer Fund	0.00	0.00	-28,458.19	-73,941.56	0.00	28,458.19	0.0
Change in Fund Balance:			-28,458.19				

For the Period: 10/1/2021 to 12/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 115 - Fire Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.203 Appropriation from Fire Fund	898,507.00	898,507.00	0.00	0.00	0.00	898,507.00	0.0
Appropriated Fund Balance	898,507.00	898,507.00	0.00	0.00	0.00	898,507.00	0.0
Dept: 301.050 Fire Assessment							
311.200 Property Tax-Fire Assessment	1,012,348.00	1,012,348.00	858,243.12	613,105.53	0.00	154,104.88	84.8
Fire Assessment	1,012,348.00	1,012,348.00	858,243.12	613,105.53	0.00	154,104.88	84.8
Dept: 304.000 Charges for Services							
342.210 Fire Inspection Fees	33,900.00	33,900.00	30,437.74	1,155.00	0.00	3,462.26	89.8
Charges for Services	33,900.00	33,900.00	30,437.74	1,155.00	0.00	3,462.26	89.8
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	1,000.00	1,000.00	36.39	19.32	0.00	963.61	3.6
Miscellaneous Revenues	1,000.00	1,000.00	36.39	19.32	0.00	963.61	3.6
Revenues	1,945,755.00	1,945,755.00	888,717.25	614,279.85	0.00	1,057,037.75	45.7
Expenditures							
Dept: 522.000 Fire Department							
500.151 Fire Dept Pension	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
500.315 Professional Services	69,500.00	69,500.00	5,590.00	0.00	0.00	63,910.00	8.0
500.320 Audit Expense	8,400.00	8,400.00	0.00	0.00	0.00	8,400.00	0.0
500.345 Contractual Services	919,855.00	919,855.00	229,963.74	76,654.58	0.00	689,891.26	25.0
500.520 Bldg. Maintenance	2,000.00	2,000.00	90.00	90.00	0.00	1,910.00	4.5
500.644 Capital Outlay-Vehicles	918,000.00	918,000.00	0.00	0.00	0.00	918,000.00	0.0
500.912 Transfer to General Fund	22,000.00	22,000.00	0.00	0.00	0.00	22,000.00	0.0
Fire Department	1,945,755.00	1,945,755.00	235,643.74	76,744.58	0.00	1,710,111.26	12.1
Expenditures	1,945,755.00	1,945,755.00	235,643.74	76,744.58	0.00	1,710,111.26	12.1
Net Effect for Fire Fund	0.00	0.00	653,073.51	537,535.27	0.00	-653,073.51	0.0
Change in Fund Balance:			653,073.51				

For the Period: 10/1/2021 to 12/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 300 - Capital Project Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	406,337.00	406,337.00	0.00	0.00	0.00	406,337.00	0.0
380.204 Appropriated from El Mar Reser	677,566.00	677,566.00	0.00	0.00	0.00	677,566.00	0.0
380.211 Appropriated El Mar Res.FDG Fi	1,650,000.00	1,650,000.00	0.00	0.00	0.00	1,650,000.00	0.0
Appropriated Fund Balance	2,733,903.00	2,733,903.00	0.00	0.00	0.00	2,733,903.00	0.0
Dept: 303.000 Intergovernmental Revenues							
334.931 American Rescue Plan Act Grant	1,668,844.00	1,668,844.00	1,668,844.00	0.00	0.00	0.00	100.0
Intergovernmental Revenues	1,668,844.00	1,668,844.00	1,668,844.00	0.00	0.00	0.00	100.0
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	600.00	600.00	87.00	45.48	0.00	513.00	14.5
Miscellaneous Revenues	600.00	600.00	87.00	45.48	0.00	513.00	14.5
Dept: 581.100 Interfund Transfers							
381.105 Transfer from General Fund	540,662.00	540,662.00	0.00	0.00	0.00	540,662.00	0.0
381.106 Transfer from Parking Fund	1,109,300.00	1,109,300.00	0.00	0.00	0.00	1,109,300.00	0.0
Interfund Transfers	1,649,962.00	1,649,962.00	0.00	0.00	0.00	1,649,962.00	0.0
Revenues	6,053,309.00	6,053,309.00	1,668,931.00	45.48	0.00	4,384,378.00	27.6
Expenditures							
Dept: 519.000 General							
500.120 Regular Salaries	24,591.00	24,591.00	6,744.35	3,498.68	0.00	17,846.65	27.4
500.210 Employer FICA Taxes	1,882.00	1,882.00	515.94	267.65	0.00	1,366.06	27.4
500.220 Retirement	7,134.00	7,134.00	2,503.98	1,360.62	0.00	4,630.02	35.1
500.230 Group Insurance	6,136.00	6,136.00	1,445.89	323.30	0.00	4,690.11	23.6
500.640 Capital Outlay - Equipt & Mach	125,000.00	125,000.00	0.00	0.00	0.00	125,000.00	0.0
General	164,743.00	164,743.00	11,210.16	5,450.25	0.00	153,532.84	6.8
Dept: 519.155 A1A Hibiscus Crosswalk							
500.630 Cap Outlay Imp other than bldg	0.00	0.00	14,731.18	14,731.18	0.00	-14,731.18	0.0
A1A Hibiscus Crosswalk	0.00	0.00	14,731.18	14,731.18	0.00	-14,731.18	0.0
Dept: 519.162 Town Hall Complex							
500.624 Capital Outlay-Bldg. Improvemt	251,000.00	251,000.00	0.00	0.00	0.00	251,000.00	0.0
Town Hall Complex	251,000.00	251,000.00	0.00	0.00	0.00	251,000.00	0.0
Dept: 545.100 Downtown Parking Reconfigurati							
500.630 Cap Outlay Imp other than bldg	350,000.00	350,000.00	25,291.18	0.00	0.00	324,708.82	7.2
Downtown Parking Reconfigurati	350,000.00	350,000.00	25,291.18	0.00	0.00	324,708.82	7.2
Dept: 559.025 Bel Air -Seawall Repair- East							
500.630 Cap Outlay Imp other than bldg	0.00	0.00	924.95	924.95	0.00	-924.95	0.0
Bel Air -Seawall Repair- East	0.00	0.00	924.95	924.95	0.00	-924.95	0.0
Dept: 559.026 Canal Dredging							
500.630 Cap Outlay Imp other than bldg	70,000.00	70,000.00	4,971.46	4,971.46	0.00	65,028.54	7.1
Canal Dredging	70,000.00	70,000.00	4,971.46	4,971.46	0.00	65,028.54	7.1
Dept: 559.027 Storm Water Rate Study							
500.630 Cap Outlay Imp other than bldg	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
Storm Water Rate Study	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
Dept: 559.028 East Tradewinds Improvement							
500.630 Cap Outlay Imp other than bldg	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
East Tradewinds Improvement	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0

For the Period: 10/1/2021 to 12/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 300 - Capital Project Fund							
Expenditures							
Dept: 572.200 Beach Renourishment							
500.630 Cap Outlay Imp other than bldg	0.00	0.00	17,591.37	735.60	0.00	-17,591.37	0.0
Beach Renourishment	0.00	0.00	17,591.37	735.60	0.00	-17,591.37	0.0
Dept: 575.201 Pedestrian Amenities							
500.630 Cap Outlay Imp other than bldg	150,000.00	150,000.00	2,034.35	2,034.35	0.00	147,965.65	1.4
Pedestrian Amenities	150,000.00	150,000.00	2,034.35	2,034.35	0.00	147,965.65	1.4
Dept: 576.129 Palm Club Sewer							
500.630 Cap Outlay Imp other than bldg	1,450,000.00	1,450,000.00	1,799,066.84	1,767,759.53	0.00	-349,066.84	124.1
Palm Club Sewer	1,450,000.00	1,450,000.00	1,799,066.84	1,767,759.53	0.00	-349,066.84	124.1
Dept: 576.135 Street Project Codrington Driv							
500.629 Capital Outlay - Design/Permit	0.00	0.00	15,888.00	0.00	0.00	-15,888.00	0.0
500.630 Cap Outlay Imp other than bldg	1,150,000.00	1,150,000.00	3,114.22	3,114.22	0.00	1,146,885.78	0.3
Street Project Codrington Driv	1,150,000.00	1,150,000.00	19,002.22	3,114.22	0.00	1,130,997.78	1.7
Dept: 577.101 Dog Park Pilot							
500.630 Cap Outlay Imp other than bldg	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
Dog Park Pilot	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
Dept: 579.169 Greenway- El Mar Drive							
500.630 Cap Outlay Imp other than bldg	2,327,566.00	2,327,566.00	0.00	0.00	0.00	2,327,566.00	0.0
Greenway- El Mar Drive	2,327,566.00	2,327,566.00	0.00	0.00	0.00	2,327,566.00	0.0
Expenditures	6,053,309.00	6,053,309.00	1,894,823.71	1,799,721.54	0.00	4,158,485.29	31.3
Net Effect for Capital Project Fund	0.00	0.00	-225,892.71	-1,799,676.06	0.00	225,892.71	0.0
Change in Fund Balance:			-225,892.71				

For the Period: 10/1/2021 to 12/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 310 - Parking Fund							
Revenues							
Dept: 302.000 Licenses & Permits							
313.101 PILOP Fee	18,300.00	18,300.00	0.00	0.00	0.00	18,300.00	0.0
Licenses & Permits	18,300.00	18,300.00	0.00	0.00	0.00	18,300.00	0.0
Dept: 304.000 Charges for Services							
344.500 Parking Permits	130,000.00	130,000.00	64,560.89	6,994.00	0.00	65,439.11	49.7
344.520 Parking Agreements	65,331.00	65,331.00	0.00	0.00	0.00	65,331.00	0.0
344.551 South Ocean	185,000.00	185,000.00	44,058.18	16,895.21	0.00	140,941.82	23.8
344.552 Ocean Front Meters	290,000.00	290,000.00	83,799.62	26,684.24	0.00	206,200.38	28.9
344.553 Commmercial Blvd. Meters	60,000.00	60,000.00	18,875.54	7,129.44	0.00	41,124.46	31.5
344.554 Parking Meters - Beach	200,000.00	200,000.00	39,849.55	13,029.99	0.00	160,150.45	19.9
344.555 Palm Portal- FDG	70,252.00	70,252.00	17,229.04	6,993.37	0.00	53,022.96	24.5
344.556 El Prado Parking Lot	400,000.00	400,000.00	97,176.73	36,104.75	0.00	302,823.27	24.3
344.558 Town Hall Parking Lot	25,000.00	25,000.00	4,446.55	1,479.97	0.00	20,553.45	17.8
344.559 El Mar Parking Lot	200,000.00	200,000.00	56,444.16	17,742.52	0.00	143,555.84	28.2
344.560 A1A Parking Lot	400,000.00	400,000.00	113,955.67	40,347.80	0.00	286,044.33	28.5
344.563 Bougainvilla/ Poinciana	125,000.00	125,000.00	36,202.57	13,219.25	0.00	88,797.43	29.0
Charges for Services	2,150,583.00	2,150,583.00	576,598.50	186,620.54	0.00	1,573,984.50	26.8
Dept: 305.000 Fines & Forfeitures							
354.100 Parking Fines	125,000.00	125,000.00	19,375.00	15,280.00	0.00	105,625.00	15.5
Fines & Forfeitures	125,000.00	125,000.00	19,375.00	15,280.00	0.00	105,625.00	15.5
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	1,000.00	1,000.00	170.57	91.15	0.00	829.43	17.1
Miscellaneous Revenues	1,000.00	1,000.00	170.57	91.15	0.00	829.43	17.1
Revenues	2,294,883.00	2,294,883.00	596,144.07	201,991.69	0.00	1,698,738.93	26.0
Expenditures							
Dept: 545.000 Parking Operations							
500.120 Regular Salaries	190,793.00	190,793.00	45,803.68	23,769.37	0.00	144,989.32	24.0
500.140 Overtime Salaries	3,300.00	3,300.00	879.09	571.52	0.00	2,420.91	26.6
500.210 Employer FICA Taxes	14,848.00	14,848.00	2,890.64	1,509.12	0.00	11,957.36	19.5
500.220 Retirement	32,048.00	32,048.00	4,744.75	2,657.04	0.00	27,303.25	14.8
500.230 Group Insurance	68,531.00	68,531.00	8,161.89	2,641.29	0.00	60,369.11	11.9
500.345 Contractual Services	350,818.00	350,818.00	55,479.36	38,861.95	0.00	295,338.64	15.8
500.353 Parking Alternatives	294,000.00	294,000.00	42,717.49	17,556.41	0.00	251,282.51	14.5
500.410 Communications	2,400.00	2,400.00	191.26	103.38	0.00	2,208.74	8.0
500.430 Electric Service	5,280.00	5,280.00	902.36	0.00	0.00	4,377.64	17.1
500.431 Water Service	23,004.00	23,004.00	4,450.15	1,714.83	0.00	18,553.85	19.3
500.445 Equip Rent/Lease	0.00	0.00	2,395.08	798.36	0.00	-2,395.08	0.0
500.461 Vehicle Maintenance	5,000.00	5,000.00	566.04	0.00	0.00	4,433.96	11.3
500.462 Fuel	10,000.00	10,000.00	1,724.67	633.30	0.00	8,275.33	17.2
500.463 Service Maintenance Contracts	30,200.00	30,200.00	22,770.00	14,850.00	0.00	7,430.00	75.4
500.497 Contingency	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
500.506 Printing & Binding	7,900.00	7,900.00	136.82	0.00	0.00	7,763.18	1.7
500.508 Postage	2,000.00	2,000.00	345.22	161.35	0.00	1,654.78	17.3
500.510 Office Supplies	1,000.00	1,000.00	148.64	148.64	0.00	851.36	14.9
500.525 Uniform Expense	3,000.00	3,000.00	444.91	444.91	0.00	2,555.09	14.8
500.532 Signs	10,000.00	10,000.00	3,564.90	1,211.90	0.00	6,435.10	35.6
500.533 Parking Meter Parts-Supplies	30,750.00	30,750.00	0.00	0.00	0.00	30,750.00	0.0
500.545 Training	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.550 Operating Expenses	26,610.00	26,610.00	8,500.31	7,188.73	0.00	18,109.69	31.9
500.629 Capital Outlay - Design/Permit	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.630 Cap Outlay Imp other than bldg	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.644 Capital Outlay-Vehicles	58,101.00	58,101.00	0.00	0.00	0.00	58,101.00	0.0
Parking Operations	1,185,583.00	1,185,583.00	206,817.26	114,822.10	0.00	978,765.74	17.4

For the Period: 10/1/2021 to 12/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 310 - Parking Fund							
Expenditures							
Dept: 581.100 Interfund Transfers							
500.910 Transfer to CIP Fund	1,109,300.00	1,109,300.00	0.00	0.00	0.00	1,109,300.00	0.0
Interfund Transfers	1,109,300.00	1,109,300.00	0.00	0.00	0.00	1,109,300.00	0.0
Expenditures	2,294,883.00	2,294,883.00	206,817.26	114,822.10	0.00	2,088,065.74	9.0
Net Effect for Parking Fund	0.00	0.00	389,326.81	87,169.59	0.00	-389,326.81	0.0
Change in Fund Balance:			389,326.81				
Grand Total Net Effect:	0.00	0.00	6,239,175.78	3,694,081.62	1.00	-6,239,174.78	

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of December 31,
2021

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 12/31/2021	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
			001 General Fund:						
SunTrust	101.000	8015	Master Account	Advantage NOW	SunTrust	13,596,475.93	0.02%	180.45	283.12
SunTrust	101.009	6876	Emergency Reserve	Advantage NOW	SunTrust	2,500,000.00	0.02%	Included Above	Included Above
			GENERAL FUND	BANK SUBTOTAL		16,096,475.93		180.45	283.12
SBA	101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	174,060.72	0.13%	19.12	47.66
SBA	101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	84,447.82	0.13%	9.27	23.14
			GENERAL FUND	SBA SUBTOTAL		258,508.54		28.39	70.80
			GENERAL FUND	GRAND TOTAL		16,354,984.47		208.84	353.92
			101 Police Forfeiture & Training						
SunTrust	101.100	9613	Police Forfeiture Fund	Advantage NOW	SunTrust	14,421.74	0.02%	Included Above	Included Above
			POLICE FUND	TOTAL		14,421.74		**0.00**	0.00
			103 Sewer Enterprise Fund						
SunTrust	101.105	9999	Cash	Advantage NOW	SunTrust	1,670,294.20	0.02%	20.37	38.28
			SEWER FUND	TOTAL		1,670,294.20		20.37	38.28
			115 Fire Fund:						
SunTrust	101.109	5379	Fire Fund Account	Advantage NOW		1,670,362.42	0.02%	19.32	36.39
			FIRE FUND	GRAND TOTAL		1,670,362.42		19.32	36.39
			300 Capital Improvement Fund:						
SunTrust	101.115	0010	Cash	Advantage NOW	SunTrust	3,674,760.52	0.02%	45.48	87.00
			CAPITAL IMPROVEMENT FUND	TOTAL		3,674,760.52		45.48	87.00
			310 Parking Improvement Fund						
SunTrust	101.125	0120	Parking Improvement Account	Advantage NOW	SunTrust	7,474,867.05	0.02%	90.57	169.47
SunTrust	101.128	8554	PILOP Account	Advantage NOW	SunTrust	47,621.00	0.02%	0.58	1.10
			PARKING FUND	TOTAL		7,522,488.05		91.15	170.57
			102 Building Fund						
SunTrust	101.104	8686	Building Account	Advantage NOW	SunTrust	394,523.13	0.02%	4.32	6.99
			BUILDING FUND	TOTAL		394,523.13		4.32	6.99
			ALL FUNDS	GRAND TOTAL		31,301,834.53		389.48	693.15

Summary by Investment Type	Amount	Percent
Interest Bearing Checking	31,043,325.99	99%
Non-interest Bearing Checking	0.00	0%
SBA Trust Fund/Pools	258,508.54	1%
Repurchase Agreements	0.00	0%
Money Market Funds	0.00	0%
U.S. Securities/Treasuries	0.00	0%
U.S. Federal Agencies	0.00	0%
Federal Instrumentalities	0.00	0%
GRAND TOTAL	31,301,834.53	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	16,354,984.47	52%
	Police Fund	14,421.74	0%
	Sewer Fund	1,670,294.20	5%
	Fire Fund	1,670,362.42	5%
	Building Fund	394,523.13	1%
	Capital Improvement Fund	3,674,760.52	12%
	Parking Fund	7,522,488.05	24%
	GRAND TOTAL	31,301,834.53	100%

Summary by Bank/Pool	Amount	Percent
SunTrust	31,043,325.99	99%
Florida Prime/State Board of Admin.	258,508.54	1%
GRAND TOTAL	31,301,834.53	100%

Town Commission Agenda Item Report

Meeting Date: February 8, 2022
Submitted By: Linda Connors, Town Manager
Submitting Department: Administration
Item Type: Reports
Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report for February 8, 2022

Explanation: Following is the Town Manager's report for February 8, 2022.

1. Artwork Maintenance

William Bock has completed the sculpture restoration each of the Town's plazas. Each of the sculptures were cleaned and a UV protection layer applied. In addition, Mr. Bock and his team removed graffiti damage from the Sea Turtle sculpture. To date, the Town has expended $30,550 to preserve our art. The arch and the pelican will be the final two sculptures to be restored. After the restoration is completed, the Town will begin an annual maintenance program for our art.

2. Board Appointments

The Town Commission will be appointing board members for the Planning and Zoning Board, Audit Committee and Firefighters Pension Board of Trustees. A person must be a resident to qualify. Please submit your board application available on the Town's website to the Town Clerk for additional information, please contact the Town at (954) 640-4200.

3. Water System Interconnect Upgrades

The City of Pompano Beach estimates that they will begin permitting and construction of the Water System interconnect upgrades in April. After the construction is completed, if the main water supply from either municipality is interrupted, a valve can be switched, and water will be provided from the other municipality for emergency situations.

4. Sign Code Enforcement

On Monday, January 31, the Code Compliance division began an assessment of signage in the commercial districts. Staff will continue the assessment over the coming weeks, surveying each plaza to catalog and review all the signs on each building. Courtesy letters will be mailed to any businesses where noncompliant signs are found. These letters will educate proprietors on how to comply with Town Code standards for signs and will offer assistance in applying for sign permits. Staff anticipates this project to last several months as we guide the Town's businesses toward compliance.

5. 40 Year Building Inspections

One of the Town's annual responsibilities is to administer the Florida Building Safety Inspection Program (also known as "40-Year Inspections"). In July 2021 the Building Department

conducted a review of all properties and found 57 buildings were past due for compliance with the program. Code Compliance worked to notify these properties of their past due status, and as of February 4, 2022, 29 of them had reached full compliance with the inspection requirements. Of the 28 properties who are still being monitored through the Special Magistrate program, half of those have successfully submitted initial reports and are diligently working through the repair and resubmittal process. In the case that any building does not comply within a reasonable period, staff will ask the Special Magistrate to issue Final Orders requiring compliance and assessing daily fines if deadlines are not timely met.

6. Legislative Update

Town staff and our lobbyist are closely following House Bill 423. This bill provides a mechanism for the uniform adoption, updating interpretation and enforcement of a single, unified state building code. At the surface, there seems to be no issues. However, the bill requires that a notice of deficiency is provide within two business days of receiving a requires for a certificate of occupancy and if not given, the occupancy is automatically granted. This mandated timeframe is problematic for building review.

7. Chair

Have you noticed the large Adirondack chair at the Visitor's Center? We are hoping that this chair grabs the attention of residents and visitors alike. It is a great photo opportunity as well as a reason to stop by the Visitor's Center!

8. Palm Club Construction Delay

The Town is being affected by the difficulty in securing construction supplies. Our contractor, ManCon, has put the Town on notice that finalizing the Palm Club project is delayed due to the

difficulty in securing various lift station components. At best, we now expect the completion date in early June.

Attachments:
Ex. 1 - HB423 Summary

HOUSE OF REPRESENTATIVES STAFF ANALYSIS

BILL #: CS/HB 423 Building Inspection Services
SPONSOR(S): Regulatory Reform Subcommittee, LaMarca
TIED BILLS: **IDEN./SIM. BILLS:** SB 644

REFERENCE	ACTION	ANALYST	STAFF DIRECTOR or BUDGET/POLICY CHIEF
1) Regulatory Reform Subcommittee	13 Y, 0 N, As CS	Brackett	Anstead
2) Local Administration & Veterans Affairs Subcommittee			
3) Commerce Committee			

SUMMARY ANALYSIS

The Florida Building Codes Act provides a mechanism for the uniform adoption, updating, interpretation, and enforcement of a single, unified state building code. The Florida Building Code (Building Code) must be applied, administered, and enforced uniformly and consistently from jurisdiction to jurisdiction. Current law requires local governments to enforce the Building Code and issue building permits.

A building official, is a local government employee who supervises building code activities, including plans review and inspection. A building inspector inspects construction to determine compliance with the Building Code, and a plans examiner reviews plans to determine design compliance with the Building Code.

Building officials, inspectors, and plans examiners are regulated by the Building Code Administrators and Inspectors Board (BCAIB) housed within the Department of Business and Professional Regulation (DBPR).

Current law also allows property owners and contractors to hire building officials, engineers, and architects, referred to as private providers, to review plans, perform inspections, and prepare certificates of completion.

Relating to building officials, building inspectors, and plans reviewers, the bill:

- Provides that a person may sit for the building inspector or plans examiner licensure test by completing a 4-year internship with a private provider or a private provider's firm, while under the direct supervision of a licensed building official, engineer, or architect.
- Requires the BCAIB to create a rule allowing partial completion of an internship program to be transferred to any other authorized internship.
- Prohibits the BCAIB from issuing a provisional license with a special condition or requirement that such licensee be employed by a municipality, county, or other local government agency.

Relating to private providers, the bill:

- Provides that if a person uses a private provider, the local government must provide equal access to all permitting and inspection documents and reports to the private provider, the owner, and the contractor.
- Defines "reasonable administrative fee."
- Provides that if a notice of deficiency is not issued within two business days of receiving a request for a certificate of occupancy from a private provider:
  - A certificate is "automatically" granted, instead of "deemed" granted;
  - The building permit is closed; and
  - Local building officials must provide the permit applicant with a written certificate of occupancy within 10 days.

The bill does not appear to have a fiscal impact on state and local governments.

The bill provides for an effective date of July 1, 2022.

FULL ANALYSIS

I. SUBSTANTIVE ANALYSIS

A. EFFECT OF PROPOSED CHANGES:

The Florida Building Code

In 1974, Florida adopted legislation requiring all local governments to adopt and enforce a minimum building code that would ensure that Florida's minimum standards were met. Local governments could choose from four separate model codes. The state's role was limited to adopting all or relevant parts of new editions of the four model codes. Local governments could amend and enforce their local codes, as they desired.[1]

In 1992, Hurricane Andrew demonstrated that Florida's system of local codes did not work. Hurricane Andrew easily destroyed those structures that were allegedly built according to the strongest code. The Governor eventually appointed a study commission to review the system of local codes and make recommendations for modernizing the system. The 1998 Legislature adopted the study commission's recommendations for a single state building code and enhanced the oversight role of the state over local code enforcement. The 2000 Legislature authorized implementation of the Florida Building Code (Building Code), and that first edition replaced all local codes on March 1, 2002.[2] The current edition of the Building Code is the seventh edition, which is referred to as the 2020 Florida Building Code.[3]

Chapter 553, part IV, F.S., is known as the "Florida Building Codes Act" (Act). The purpose and intent of the Act is to provide a mechanism for the uniform adoption, updating, interpretation, and enforcement of a single, unified state building code. The Building Code must be applied, administered, and enforced uniformly and consistently from jurisdiction to jurisdiction. [4]

The Florida Building Commission was statutorily created to implement the Building Code. The Commission, which is housed within the Department of Business and Professional Regulation (DBPR), is a 19-member technical body made up of design professionals, contractors, and government experts in various disciplines covered by the Building Code. The Commission reviews several International Codes published by the International Code Council,[5] the National Electric Code, and other nationally adopted model codes to determine if the Building Code needs to be updated and adopts an updated Building Code every three years.[6]

Local Enforcement of the Florida Building Code

It is the intent of the Legislature that local governments have the power to inspect all buildings, structures, and facilities within their jurisdiction in protection of the public's health, safety, and welfare.[7]

Every local government must enforce the Building Code and issue building permits.[8] It is unlawful for a person, firm, or corporation to construct, erect, alter, repair, secure, or demolish any building without first obtaining a permit from the local government enforcing agency or from such persons as may, by resolution or regulation, be directed to issue such permit, upon the payment of reasonable fees as set forth in a schedule of fees adopted by the enforcing agency.[9]

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[1] The Florida Building Commission Report to the 2006 Legislature, *Florida Department of Community Affairs,* p. 4, http://www.floridabuilding.org/fbc/publications/2006_Legislature_Rpt_rev2.pdf (last visited Nov. 11, 2021).
[2] *Id.*; DBPR, *Building Code Information System*, https://floridabuilding.org/c/default.aspx# (last visited on Nov. 11, 2021).
[3] *Id.*
[4] *See* s. 553.72(1), F.S.
[5] The International Code Council (ICC) is an association that develops model codes and standards used in the design, building, and compliance process to "construct safe, sustainable, affordable and resilient structures." International Code Council, *About the ICC*, https://www.iccsafe.org/about/who-we-are/ (last visited Feb. 21, 2021).
[6] Ss. 553.73, and 553.74, F.S.
[7] S. 553.72, F.S.
[8] Ss. 125.01(1)(bb), 125.56(1), and 553.80(1), F.S.
[9] *See* ss. 125.56(4)(a), 553.79(1), F.S.

Any construction work that requires a building permit also requires plans and inspections to ensure the work complies with the Building Code. The Building Code requires certain building, electrical, plumbing, mechanical, and gas inspections.[10] Construction work may not be done beyond a certain point until it passes an inspection. Generally speaking, a permit for construction work that passes the required inspections is considered completed or closed.[11]

Building Code Administrators and Inspectors and Plans Examiners

Building officials, inspectors, and plans examiners are regulated by the Florida Building Code Administrators and Inspectors Board (BCAIB) within DBPR. The BCAIB consists of nine members appointed by the Governor and subjected to confirmation by the Senate.[12]

A building code administrator, otherwise known as a building official, is a local government employee or a person contracted by a local government who supervises building code activities, including plans review, enforcement, and inspection.[13]

A building code inspector (inspector) inspects construction that requires permits to determine compliance with the Building Code and state accessibility laws. Inspectors are divided into several different categories. An inspector's ability to practice is limited to the category or categories the inspector has been licensed. The inspector categories are:[14]

- Building inspector
- Coastal construction inspector
- Commercial electrical inspector
- Residential electrical inspector
- Mechanical inspector
- Plumbing inspector
- **Residential inspector**
- Electrical inspector

During the 2020 Legislative Session, the Legislature renamed the **"one and two family dwelling inspector"** to the **"residential inspector"** and expanded the scope of practice to include inspecting one-family, two-family, or three-family residences, and accessory use structures in connection therewith, for compliance with the building, plumbing, mechanical, accessibility, and electrical codes.[15]

A plans examiner reviews plans submitted for building permits to determine design compliance with construction codes. The term includes a residential plans examiner who is qualified to determine that plans submitted for building permits comply with the applicable residential building, plumbing, mechanical, electrical, gas, energy, accessibility, and other applicable construction codes. A plan's examiners ability to practice is limited to the category or categories the plans examiner has been licensed. The plans examiner categories are:[16]

- Building plans examiner
- Plumbing plans examiner
- Mechanical plans examiner

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[10] S. 110 Seventh edition of the Florida Building Code (Building).
[11] Doug Wise, *Closing Inactive & Excluded Building Permits*, Palm Beach County Planning, Zoning & Building Department, Building Division, http://discover.pbcgov.org/pzb/building/BuildingCodes/PBO-126%20%E2%80%93%20Closing%20Inactive%20and%20Excluded%20Building%20Permits.pdf (last visited Nov. 11, 2021).
[12] S. 468.605, F.S.
[13] S. 468.603(2), F.S.
[14] *See* s. 468.603(5), F.S.
[15] *See* House Analysis of 2020 House Bill 1193 (Jul. 2, 2020).
[16] *See* s. 468.603(8), F.S.

- Electrical plans examiner

The BCAIB may also create voluntary certificates that licensed inspectors and plans examiners may obtain. A voluntary certificate is a limited certificate that allows a licensed inspector or plans examiner to inspect or examine plans for additional categories. Voluntary certificates are not available to people who are not licensed as an inspector, plans examiner, or construction contractor. The BCAIB has created the following voluntary certificates:[17]

- Residential pool inspector
- Commercial pool inspector
- Roofing inspector
- Modular inspector
- Modular plans examiner
- Residential plans examiner

In order to sit for the plans examiner or inspector exam a person must be at least 18 years of age, be of good moral character, and meet one of the following eligibility requirements:[18]

- Have 4 years of combined relevant experience;
- Have 3 years of combined postsecondary education and relevant experience;
- Have 3 years of combined technical education and relevant experience;
- Complete an approved cross-training program and have at least 2 years of experience;
- Hold a standard certificate issued by the BCAIB or a firesafety inspector license; and
    - have at least 4 years of relevant experience as an inspector or plans examiner;
    - have a minimum of 3 years of experience in firesafety inspection,or firesafety plan review and completed a training program of not less than 100 hours in the new category sought;
    - complete an approved training program of not less than 200 hours in inspection or plans review except for **one-family and two family dwelling training programs**,[19] which may not be less than 500 hours; or
- Complete a 4-year internship certification program.

Internship Programs

After the recession in 2008, Florida experienced a shortage of inspectors, plans examiners, and building officials on account of many of them being laid off. In at least one county, the shortage forced the local building board to rehire retired inspectors.[20]

[17] *See* s. 468.609(10), F.S.; R. 61G19-6.016, F.A.C.
[18] S. 468.609(2), F.S.
[19] "One-family and two family dwelling" may need to be renamed to "residential" since the Legislature renamed the one-family and two-family dwelling inspector license to the residential inspector license during the 2020 Legislative Session.
[20] *See* James Sullivan, Charles Kibert, Andriel Fenner, & Shirley Morque, *Florida Construction Workforce Taskforce: Address training issues among building code inspectors to increase the number qualified inspectors*,(March 9, 2017) http://www.cce.ufl.edu/wp-content/uploads/2016/12/6-Florida-Construction-Workforce-Taskforce-Address-training-issues-among-building-code-inspectors-to-increase-the-number-qualified-1.pdf (last visited Nov. 23, 2021).

In response to the shortage, during the 2017 Legislative Session, the Legislature created the 4-year internship program as an additional way to obtain licensure as a plans examiner or inspector.[21] A person may sit for the plans examiner or inspector exam in all categories if the person is at least 18 years of age, is of good moral character, and completes an internship program. The requirements of the internship program are:[22]

- Completing a 4-year internship as an inspector or plans examiner while **employed full-time by a local government**, under the direct supervision of a building official. Proof of graduation with a related vocational degree or college degree or of verifiable work experience may be exchanged for the internship experience requirement year-for-year, but may reduce the requirement to no less than 1 year;
- Passing an ICC administered examination in the license category sought;
- Passing the principles and practice examination before completing the internship program;
- Passing a BCAIB-approved 40-hour code training course in the license category sought before completing the internship; and
- Obtaining a favorable recommendation from the supervising building official after completion of the internship.

Current law requires the BCAIB to establish by rule that partial completion of the internship program may be **transferred between jurisdictions**.[23]

Currently, the 4-year internship program only applies to a person employed full-time by a local government, and **does not apply** if the person is employed full-time with a private entity that provides building inspection and/or plans review services.

Private Providers

In 2002, section 553.791, F.S., was created to allow property owners and contractors to hire licensed building code officials, engineers, and architects, referred to as private providers, to review building plans, perform building inspections, and prepare certificates of completion.

Private providers are able to approve building plans and perform building code inspections as long as the plans approval and building inspections are within the scope of the provider's license.

Section 553.791(1)(n), F.S., defines "private provider" as person licensed as a building official, as an engineer under chapter 471, or as an architect under chapter 481. Licensed building inspectors and plans examiners may perform inspections for additions and alterations that are limited to 1,000 square feet or less in residential buildings.[24]

If an owner or contractor opts to use a private provider, the local government must calculate the cost savings to its building department and reduce the building permit fees accordingly.[25]

A local government may not charge a fee for building inspections when an owner or contractor uses a private provider, but it may charge a **"reasonable administrative fee."**[26] However, current law does not specify what a "reasonable administrative" fee is.

A building official may audit a private provider to ensure the private provider has reviewed the building plans and is performing the required inspections. A building official may deny a building permit or a request for a certificate of completion if the building construction or plans do not comply with the

[21] *See* House Analysis of 2020 House Bill 1021 (Jul. 5, 2017).
[22] S. 468.609(2), F.S.
[23] S. 468.609(10), F.S.
[24] S. 553.791(1)(n) and (3), F.S.
[25] S. 553.791(2)(b), F.S.
[26] *Id.*

Building Code. A building official may also issue a stop work order at any time if he or she determines any condition of the construction poses an immediate threat to public safety and welfare.[27]

When a property owner or a contractor elects to use a private provider, he or she must notify the building official, on a form adopted by the Florida Building Commission, at the time of the permit application or no less than two business days before the first or next scheduled inspection.[28]

A private provider who approves building plans must sign a sworn affidavit that the plans comply with the Building Code and the private provider is authorized to review the plans.[29] Upon receipt of a building permit application from a private provider, a building official has 20 business days to grant or deny the permit. Denying a permit automatically tolls the remaining 20 business days.[30]

Before a private provider performs building inspections, he or she must notify the building official of each inspection the business day before the inspection. A local building official may visit a building site as often as necessary to ensure the private provider is performing the required inspections. Construction work on a building may continue as long as the private provider passes each inspection and the private provider gives proper notice of each inspection to the building official.[31]

A private provider must post records of every inspection, including the results of the inspections, electronically or on the jobsite and provide the records to the local building official within two business days of posting the records.[32]

Upon completion of all required inspections, a private provider must give the building official a record of all the inspections, **a request for a certificate of occupancy**, and a sworn statement indicating compliance with the Building Code. Upon receipt, the building official has **two business days** to issue the certificate of completion or provide the permit applicant a notice of deficiencies.[33]

If the local building official does not provide a notice of the deficiencies within two business days, the request for a certificate of occupancy is **deemed granted**, and the local building official **must issue the certificate of occupancy the next business day**.[34]

Effect of the Bill

Building Code Administrators and Inspectors and Plans Examiners

The bill corrects a scrivenor's error and renames the "one-family and two-family dwelling" training program to the "residential" training program in order to conform with the use of "residential inspector" in related provisions of Florida Statutes.

The bill provides that a person may also complete the 4-year internship as a building code inspector or plans examiner while **employed full-time with a private provider or a private provider's firm,** which performs the services of a building inspector or plans examiner, while under the direct supervision of the private provider who must be licensed as a building official, engineer, or architect.

The bill also provides that the BCAIB must create a rule allowing partial completion of an internship program to be transferred between any authorized internship provider, including local jurisdictions or **private providers, or a private provider's firm.**

[27] S. 553.791(1), (14), and (19), F.S.
[28] S. 553.791(4)-(5), F.S.
[29] S. 553.791(6), F.S.
[30] S. 553.791(7), F.S.
[31] S. 553.791(9) and (18), F.S.
[32] S. 553.791(11), F.S.
[33] S. 553.791(11)-(13), F.S.
[34] *Id.*

The bill removes "the supervision of the licensee on a consulting or advisory basis" from the list of examples of specifically identified "special conditions or requirements" to be used by the BCAIB when issuing provisional licenses.

The BCAIB may still issue a provisional license with a special condition or requirement that the BCAIB deems necessary to protect the public safety and health. However, the bill prohibits the BCAIB from issuing a provisional license with a special condition or requirement with related to employment by a municipality, county, or other local government agency.

Private Providers

The bill provides that if an owner or contractor retains a private provider for plans review or inspection services, the local government must provide equal access to all permitting and inspection documents and reports to the private provider, the owner, and the contractor.

A "reasonable administrative fee" must be based on the cost that is actually incurred by the local government, including the labor cost of the personnel providing the service, or the cost attributable to the local government for the clerical and supervisory assistance required, or both.

The bill provides that if a local building official does not provide a notice of deficiencies within two business days, the request for a certificate of occupancy is **"automatically"** granted and **considered issued** the next business day, instead of **"deemed"** granted and required to be issued by the local building official on the next business day.

The bill also provides that if a local building official does not provide a notice of deficiencies within two business days, the building permit is closed and the local building official must provide the permit applicant with the written certificate of occupancy or certificate of completion within 10 days after it has been automatically granted and considered issued.

B. SECTION DIRECTORY:

Section 1. Amends s. 468.603, F.S., relating to definitions.

Section 2. Amends s. 468.609, F.S., relating to standards for certification; additional categories of certification.

Section 3. Amends s. 553.791, F.S., relating to alternative plans review and inspection.

Section 4. Providing an effective date.

II. FISCAL ANALYSIS & ECONOMIC IMPACT STATEMENT

A. FISCAL IMPACT ON STATE GOVERNMENT:

1. Revenues:

   None.

2. Expenditures:

   None.

B. FISCAL IMPACT ON LOCAL GOVERNMENTS:

1. Revenues:

   None.

2. Expenditures:

None.

C. DIRECT ECONOMIC IMPACT ON PRIVATE SECTOR:

The bill may increase the number of people who qualify for licensure as a building inspector or plans examiner, which may lead to a decrease in the cost of construction because of a decrease in the time needed for inspections and plans review.

D. FISCAL COMMENTS:

None.

III. COMMENTS

A. CONSTITUTIONAL ISSUES:

1. Applicability of Municipality/County Mandates Provision:

Not applicable. This bill does not appear to require counties or municipalities to spend funds or take action requiring the expenditures of funds; reduce the authority that counties or municipalities have to raise revenues in the aggregate; or reduce the percentage of state tax shared with counties or municipalities.

2. Other:

None.

B. RULE-MAKING AUTHORITY:

The bill neither authorizes nor requires administrative rulemaking by executive branch agencies.

C. DRAFTING ISSUES OR OTHER COMMENTS:

None.

IV. AMENDMENTS/COMMITTEE SUBSTITUTE CHANGES

On December 2, 2021, the Regulatory Reform Subcommittee adopted a strike-all amendment and reported the bill favorably as a committee substitute. The committee substitute:

- Changes “private entity” to “private provider” throughout the bill.

Agenda Item No: 11.a

Town Commission Agenda Item Report

Meeting Date: February 8, 2022
Submitted by: Ken Rubach, Director of Public Works
Submitting Department: Parking
Item Type: Parking Permit Requests
Agenda Section: CONSENT AGENDA

Subject Title: 2022 PARKING Permits for Turtle Monitoring Organizations

Explanation: Since 2014, the Commission has approved ten (10) parking permits for the Sea Turtle Oversight Protection ("STOP") organization, a non-profit organization that coordinates volunteers to monitor turtle nests on Broward County beaches and fourteen (14) permits for Nova Southeastern University Oceanographic Center ("NSUOC") to conduct the Sea Turtle Conservation Program on beaches under contract with Broward.

Organization	Work Scope	Quantity	Effective Dates
STOP	Monitoring	10	3/1/2022 to 9/30/2022
NSUOC	Stranding Response	10	3/1/2022 to 2/28/2023
NSUOC	Lighting Survey	04	3/1/2022 to 9/30/2022

Recommendation: Staff recommends the Commission approve the issuance of ten (10) parking permits to STOP and fourteen (14) to NSUOC for the 2022 turtle season for volunteers and staff monitoring turtle nests within the Town.

Attachments: None

Reviewed by Town Attorney:

☒	Yes	☐	No

Agenda Item No: 11.b

Town Commission Agenda Item Report

Meeting Date: February 08, 2022
Submitted by: Debbie Hime, Marketing and Events Manager
Submitting Department: Administration
Item Type: Consent
Agenda Section: CONSENT AGENDA

Subject Title: Special Event Application from the Community Church for Easter Sunrise Service Sunday, April 17, 2022

Explanation: Pastor Fred Powell of The Community Church LBTS (the "Applicant") has submitted for the Commission's consideration a special event application **(Exhibit 1)** to hold an Easter Sunrise Worship Service on Sunday, April 17, 2022 from 6:45 a.m. to 7:45 a.m. (the "Event"). This is a historic community event, with this being its 64th year.

The Event is proposed be held in Dunes and Connie Hoffmann Ocean Plazas, as well as the Pavilion, between Anglin Square and to the highwater line on the beach. Five hundred (500) chairs will be set up for participants in the Connie Hoffmann and Dunes Plazas and seating for the pastor, choir, and vestry in the Pavilion. This is the same set-up as in past years.

In addition, Applicant has requested that the event site be extended to the highwater line north of the pier in case the Church has requests for baptisms. As in the past, the LBTS Volunteer Fire Department will volunteer to assist with the set up and teardown. The Event is projecting 600 total attendees.

Sunday, April 17, 2022	
Start of set-up	5:00 a.m.
Start time of event	6:45 a.m.
End time of event	7:45 a.m.
Start of clean up	7:45 a.m.
Clean up completed by	9:00 a.m.

Applicant will use a speaker system placed as shown on the site plan.

Town Staff has advised Aruba's Beach Café that the Applicant is requesting to use the entire space of Connie Hoffmann Plaza from 5:00 a.m. until 9:00 a.m., and Aruba has agreed to remove their tables and chairs from the area.

Applicant requests **(Exhibit 2**) the following special consideration:

1. Permission to place signs at the plaza and directional signs. (See Condition 16)

2. Use of Town electric and for the Town to waive all fees for the event, including electric fee ($25), the special event application fee ($100), and the $215 per plaza use fees ($645) for a total of $745. The Commission has waived the fees in the past, which are included in staff's recommendation.

3. Close the horseshoe lane around and in front of the Pavilion from 5:00 a.m. to 9:00 a.m. Chapter 17 3.3 **(Exhibit 3)** requires the Commission to set applicable Road Closure fees and El Mar median lane parking fees for events of more than 200 people based on purpose, number of attendees, and impact. In the past, the Commission has not charged for this road closure.

The Applicant owed no monies to Town at the time this memo was submitted as an agenda item.

Recommendation: Staff recommends approval of the Event and that all fees be waived for this Event, with the following conditions:

1. Setup of the Event will start at about 5:00 a.m. and the area will be cleaned and open to the public by 9:00 a.m.

2. Marine Turtle Protection: 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 and areas that appear to be new nests. All proposed Event activities will stay clear of all active nests. No activities adjacent to a nest that might directly or indirectly disturb the area within the staked circle. No holes are to be dug in the sand west of the high tide line.

3. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The EVENT shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving event approval.

4. The Police Chief shall approve the Event's Maintenance of Traffic Plan (MOT), if one is required.

5. Road Closings:
   a. The entrance and exit lanes of the horseshoe from El Mar to the Pavilion may be blocked from 5:00 a.m. to 9:00 a.m. Pier parking lot traffic shall use the south alley entrance south of the Pier. And Aruba's shall use the north alley entrance north of the pier.
   b. The Event may load/unload between Dunes and Connie Hoffmann Plazas between the hours of approximately 5:00 a.m. and 6:45 a.m. and from 8:00 a.m. until 9:00 a.m.
   c. The proper traffic control barriers will be provided and placed by the Applicant at Commercial and El Mar to affect the road closing while maintaining access to the Pier parking lot. Barriers will be removed, and street opened no later than 9:00 a.m.

6. Parking will operate according to normal parking regulations.

7. Town will open the restrooms in El Mar Plaza at 6:00 am on April 17th.

8. Town will list the Event on the Town Hall street marquis prior to the event if space is available.

9. Church may use their property for additional parking.

10. Chairs shall be placed to provide the appropriate and required pedestrian walkways (one 8' aisle in the center). All chairs used in the plazas shall have protective (rubber or plastic) feet.

11. Tables, chairs, stage, equipment, etc., shall not interfere with pedestrian walkways, ingress or egress.

12. Power use will not exceed Town's power supply of 20 amps.

13. The Applicant shall keep the sidewalks next to the Event site and within the Event site open and clear for pedestrian traffic.

14. The Event and its approved sound systems will be operated so as not to violate the Town's Code, including Section 13-6, Noise Limitation **(Exhibit 4).** The Event, shall keep noise at a minimum. All sound

systems will be operated so as not to exceed 75 dBA or 75 dBC between the hours 10:00 p.m. and 7:00 a.m.; and after 7:00 a.m. shall not exceed 85dBA or 85 dBC, which are the noise levels established for this Event.

15. Signage:
    Starting April 10th and continuing through April 17th, the Applicant may place one sandwich sign at the Dunes plaza and one at the Connie Hoffmann plaza promoting the Event.

    a. On the morning of April 17th, Applicant may place two reserved signs on the beach east of the Pavilion and one directional sign at the intersection of Ocean Drive and Commercial. The location of signage is subject to the approval of the Special Projects Coordinator and the Police Chief.

16. If the Public Works Director requires, 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 the waste receptacles and recycling bins and pick up litter within the event site and 100 feet of the site and appropriately dispose of all refuse. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.

17. The Event site shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered to not pose a hazard to the public or event staff or will be battery operated.

18. The Applicant shall provide a written notice to all properties affected by this Event by March 17 for approval prior to distribution; and confirm in writing which properties have been notified.

19. Clean up Deposit may be imposed, based on the final Site Plan, and due two weeks prior to the Event.

20. Clean up fee starting at $150 will be charged if area is not cleaned to Town standards.

21. Site Plan must be presented for approval by noon on Thursday, March 17.

22. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.

23. At least thirty (30) days prior to the Event, the Applicant shall provide a Certificate of Liability Insurance, including its endorsement, that meets all the insurance requirements of Chapter 17, Section 17-9.

24. 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 Applicant shall be held responsible for providing the Town notice of any change in insurance coverage.
    d. 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 Applicant 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.

25. 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.

26. 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.

27. Final Site Plan must be presented for approval at least 48 hours in advance of the Event.

28. Applicant shall owe no monies to the Town at least one week prior to the Event. There shall be no past due fines, moneys, fees, violations, 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 at least one week prior to the event.

29. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.|

30. Permission for this event may be suspended or modified by the Commission, Town Manager or designated Staff.

31. 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.

32. 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, due to conflicting activities, for health or safety issues, or for the best interests of the Town.

33. 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:
Ex.1 - Special Event Application for Community Church Easter Sunrise Worship, April 17, 2022
Ex. 2 - Letter from Pastor Fred Powell-Haig re: Waiver of Fees
Ex. 3 - Resolution 2017-41 Special Events
Ex. 4 - Town's Noise Ordinance

Rec'd 11/3/22 dh

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:

Fred J Powell-Haig

Signature of Applicant

Print Name: Rev Fred J Powell, III

Community Easter Sunrise Service

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: Community Easter Sunrise Worship Service (OUR 65th YEAR!)

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

New Event____ **or Returning Event** ☑ **Previous Attendance** 600

Day(s) and Date(s) of Event: Easter Sunday, April 17 2022

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

Pavilion, Ocean and Dunes Plazas and to the waterline East of the Pavilion

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

Participants: 20 #Spectators 600 #Adult volunteers: 15 + VFDI

Please complete the following table:

Activity	Day	Time
Start of set-up:	April 17, 2022	5.00 am
Start time of the Event:	April 17, 2022	6.45 am
EVENT		
End time of the Event:	April 17, 2022	7.45 am
Start of Clean up:	April 17, 2022	7.45 am
Clean-up completed by: (Site restored to original condition)	April 17, 2022	9.00 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: (This is on file with Town Hall)

Person submitting Application ("Responsible Party"):

Name: Rev. Fred J Powell, III (Pastor)

Mailing address: 4433 Bougainvillea Dr, LBTS FL 33308

Phone: 954.776.5530 Mobile phone: 803.209.5807

Email: pastor@lbtscc.org Fax:

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

Name(s): SAME AS ABOVE

Mailing address:

Phone: Mobile phone:

Evening phone: Fax:

Email:

Add information as necessary:

Will you have an event contractor or planner? YES NO

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

Name: Company Name:

Business Address: Company Email:

Phone Office: Phone Mobile:

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

Request for Town Involvement:

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

If yes, describe services requested, if any:

The Plazas cleared of trash by Easter morning. Advertising posters in buoys and on the street marquee at least 3 days prior to the event, if possible. Please cover showers from 6AM - 9AM

STATEMENT OF BENEFIT

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

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

(Insert here or denote if attached)

Please see attached cover lettre

FEES

Are there fees or donations collected on site from the participants or spectators? YES NO

If yes, provide details: An offering is taken up

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: Small portable amplifier/speaker system and mics

YES Proposed live music: List genre, type, ambiance: Traditional church choir

YES Planned recorded music

YES Do you require electrical connections for any of the above? Please give details:
We will need the electricity turned on in the Pavilion please

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: Email: NOTE: The church will pick up any bulletins and water bottles left behind, and bag trash for town pick-up later

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.

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
NO VENDORS		

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 FJPIII

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 FJPIII

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 even 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 5 am and the area will be cleaned and open by 9.00 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 9.30 am pm.
11. The event site shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered so as to not pose a hazard to the public or event staff, or will be battery operated.
12. Parking Requirements have been identified, fees paid and listed on site plan
13. The Applicant shall provide a written notice to all properties affected by this event by (date), (30 days in advance) for approval prior to distribution; and confirm in writing which properties have been notified.
14. Clean up Deposit may be imposed, based on the final Site Plan, and due two weeks prior to the event.
15. Clean up fee starting at $150 will be charged if area is not cleaned to Town standards.
16. Final Site Plan must be presented for approval at least 48 hours in advance of the event.
17. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
18. A Damage Deposit may be imposed, based on size of event and location.
19. There will be no release of balloons at this Event.
20. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
21. Upon showing by the Applicant of a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special Events.
22. The Applicant shall meet the following minimum insurance requirements per Ordinance 2015-06, which may be modified by action of the Town Commission for a specific Event:
    a) Prior to issuance of the requested permit, proof of commercial general liability insurance, whether through a single policy, or a combination of policies, in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury and property damage.
    b) No required policy shall have a deductible or self-insurance retention greater than $15,000.
    c) All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance shall provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any Event, the Applicants shall be held responsible for providing the Town notice of any change in insurance coverage. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement shall be issued as part of any required policies. The Applicants shall provide an original certificate of insurance as evidence of continued coverage prior to any annual renewal of the permit. Failure

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

d) In the Event that control of any applicable Event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Applicant (the "sub-applicant"), the sub-applicant shall provide insurance and indemnification meeting the requirements of this Section under which the Applicant is applying, as if they were the Applicant and shall be held responsible for compliance with the Town Code as if the sub-applicant were the Applicant.

e) If applicable, at least thirty (30) days prior to the first Event, the Applicants shall provide a Certificate of Liquor Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and $1,000,000 per occurrence and $2,000,000 general aggregate for property damage, which provides coverage for each Event authorized by this permit. The Certificate shall specify that the Town will be given at least thirty (30) days written notice of any cancellation.

23. In the Event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this Event shall expire unless the Town Manager finds there are extenuating circumstances that the Event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the Event, without increasing the administration costs of the Town.

24. Applicant shall owe no monies to the Town at the time of the Event. There shall be no past due fines, moneys, fees, taxes or other charges owed to the Town by the current or past property owners or operators requesting the special Event permit. A special Event permit will not be issued until all past due debts to the Town are paid in full.

25. The Town Manager may suspend permission for this Event due to failure of the Applicants to comply with the terms and conditions of the Town's permit, due to conflicting activities, for health or safety issues, or for the best interests of the Town.

26. The onsite Town representative may terminate an Event due to the Applicant not complying with the terms and conditions of the Town's Event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the Event site.

INDEMNIFICATION

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

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

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

PERMISSION OF THE PROPERTY OWNER

Applicant's and Property Owner's Certification

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

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

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

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

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

Tents: N/A

Canopies: N/A

Stages: N/A

Bleachers: N/A list size and max load:

UTILITIES

Folding Chairs (500) in Dunes and Ocean Plazas.(Chairs and umbrellas currently there will be carefully relocated outside the barriers [cf: 2021 Xmas-by-the-Sea]) We will ask the Fire Dept for help with these.

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

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

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

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

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

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

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

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

_____Water:

_____Gas, propane, BBQ grills, generators:

_____Fuel Storage:

SIGNAGE

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

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

Are you requesting permission to erect signage for this Event? YES NO

For each sign please provide:

Description, number of signs, proposed dates, location, size of signs in square feet and letter size: We will be posting signs at the town buoys and also on the street marquees as well as at A1A/Commercial. We would like to use the town's sandwich signs: 2 at Dunes, 2 at Ocean Pavilion at least 3 day prior to the event; and 2 on the beach the day of the event.

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

RESTROOMS (show on Site Plan)

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

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

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

Number of restroom facilities required by Town: TBD
Number of additional restroom facilities, and type, that will be on event site:_____
(Show on Site Plan)
We would request the El Mar Plaza rest rooms be open by 6.30 am

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 We would like to close the section of Commercial Blvd from El Mar to the Beach from 5 am to 9.00 am (see Site Plan)

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

Please list your traffic control contractor, if applicable: NONE: we will provide traffic cones for closure and direction

VEHICLES

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

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

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

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

TRAFFIC CONTROL PLAN

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

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

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

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

SITE PLAN DETAILS

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

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

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

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

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

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

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

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

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

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

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

DETAILED SITE PLAN

See above for inclusion examples

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

Please see attached Site Plan

Applicant's Certification

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

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

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

Fred J Powell-Haig — Applicant's Signature (required)

January 31 2022 — Date

Rev. Fred J Powell III, Pastor, Community Church (PCUSA), LBTS — Applicant's Printed Name and Title/Organization

954.776.5530 — Telephone Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

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

Notary Public State of Florida
Angelisa Slagle
My Commission GG 254585
Expires 09/03/2022

Notary Public, State of Florida
My Commission Expires: Angelisa Slagle

COMMUNITY SUNRISE WORSHIP SERVICE

APRIL 12, 2020

= Waterfilled barriers

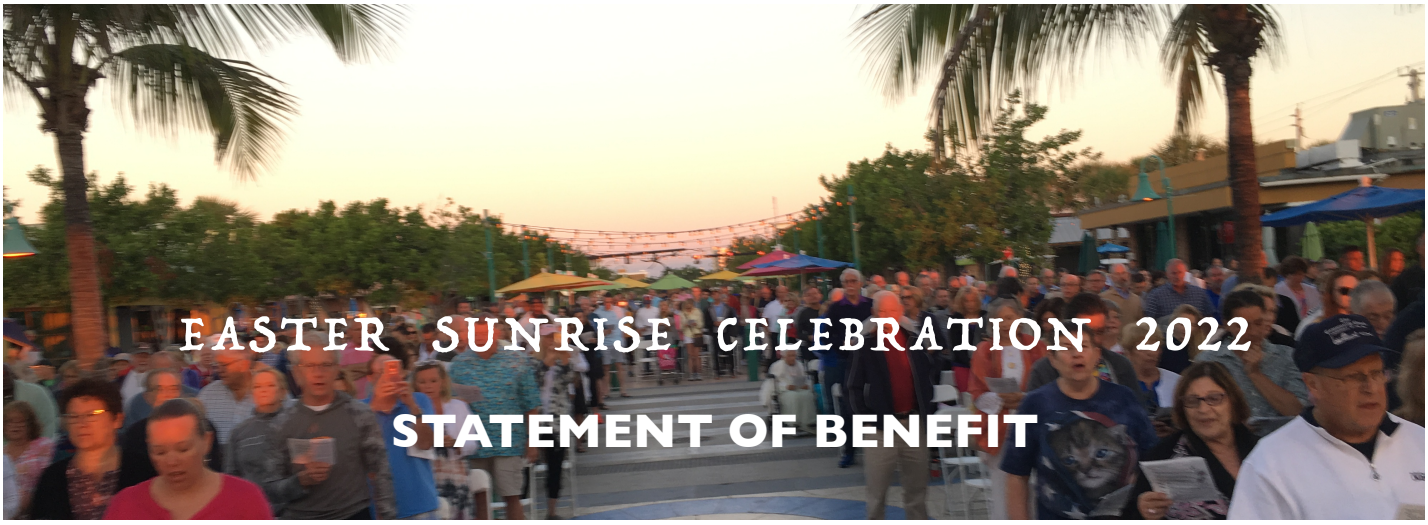
= Open lane to the Pier down the back alley

Revised January 24, 2022

The Community Church *(PCUSA)*
4433 Bougainvillea Drive

EXHIBIT 2

Monday, January 31, 2022



Dear Friends of the LBTS Town Council,

It has been our joy and privilege to provide an interdenominational Easter Sunrise Service at the LBTS beach for more than 60 years. And once again in this 65th year, we would like ask permission to host our town's Easter Sunrise Service on Sunday April 17, 2022. We also continue to be grateful for the volunteerism and civicism of our Police, Fire and Rescue Squads, as well as the generous participation of local businesses, including the Village Grille and Village Pump, Delecaseas, and others-it truly is a community effort!

Since the early 1950s when Community Church opened its doors—not just to local Presbyterians—but to ALL who were seeking a spiritual home (whether permanent or temporarily), we have partnered with the town to provide this worship experience that revels in hope and new life--the deepest mysteries of our existence--in a seaside setting, the beauty and the dignity of which underline the truths and the values of this community. Again, this year we look to strengthen these virtues that make our life together so fruitful and rewarding not only at Passover and Easter, but throughout the year.

Because of this long history we have together, we would respectfully request that the town waive the special event application fee, electrical fees, and the usage fees for the Pavilion, Dunes and Ocean Plazas,

Grace and peace,

Fred J Powell-Haig
Revd Fred J Powell-Haig

Revd Fred J Powell, III, Pastor
Cell: 803.209.5807
Email: pastor@lbtscc.org
Office: 954.776.5530

EXHIBIT 3

RESOLUTION 2017-41

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING AN UPDATED FEE SPECIAL EVENT, PARK USE, PLAZAS AND PAVILION AND INCLUDE VENDING, STREET PERFORMNG FEE SCHEDULES, BY AMENDING THE FEES FOR EVENTS HOSTED BY BUSINESSES IN THE WEST COMMERCIAL BUSINESS DISTRICT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

WHEREAS, Resolution 2016-20 updated the Development review of fee schedule; and

the Town moved the fee schedules from Development to Administration for Special Events, Park Use Permits, Vending, Street Performing, New Racks and include in the fee schedule the plazas and pavilion, while also updating when payment of fees or monies due the Town;

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

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

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

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

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

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

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

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

Special Event, Park Use, and Street Performing Fee Schedule

The following is applicable to all event and park use permits:

1. All applicants must abide by the conditions set forth in their permit, including but not limited to fees, deposits, insurance requirements, solid waste plan, and police, fire or EMS detail.
2. All fees, including any monies owed the Town must be paid before the event or park permit is issued.
3. All estimated fees or costs from Town or BSO shall be paid at least two weeks prior to the event date. Any additional costs incurred will be deducted from the event deposit or is due when invoiced.
4. Depending on the nature and size of the event, a deposit may be required as determined by the Town Manager.

	Type of Activity, Permit or License	Fee
1. Chapter 14.3 – Parks		
	A Park Permit is required for groups of 25 people plus or when a specific area is reserved.	

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

A Park Use Permit may not be approved if submitted within 14 business days of a proposed event.		
Private event in a park or at the beach where the public is not invited:		
1.1	Single day event, less than 25 people: No reserved area Reservation of a specific area.	No permit required $100
1.3	Single day event, 25 people + with or without reserved area.	$100
1.4	Multi-day event	$100 Permit Fee plus an impact fee set by the Town Manager based on the activity, number of attendees, and impact on the facility
1.5	One day event (local or non-local user) that charges admission or registration or sell commercial products or services.	

2. Chapter 14.5 - Street Performing

2.1	Street performing annual permit fee	$50

3. Chapter 17 - Special Events

3.1	**Special Event Application Fee** See also use fees. See 3.2 For events hosted by a businesses with less than 15 employees in the Commercial District along Commercial Boulevard from A1A to West Tradewinds Application filed within 30 days of an event will not be accepted.	
	1. A volunteer event that provides direct benefits to the LBTS community. (examples: beach clean-up, Easter egg hunt, free yoga and meditation, etc.)	-0- (Town Manager may authorize an application to be accepted within 30-days of the event)
	2. Submitted at least 60 days in advance of the proposed event date	$100
	3. Submitted between 59 days and 30 days prior to the event PLUS any costs related to special processing of the processing of the application.	$250 Plus costs, not to exceed $1,500.
	4. A recurring event within a 6 month period	$500
	5. A recurring event within a 12 month period (for example, once a week or once a month).	$800
	6. An event that has been advertised prior to Commission approval.	$250 in additional to the application fee
	7. Semi-public business events that use private or public property with less than 50 people at any one time.	$50 Event may be approved by the Town Manager

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

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

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4. Chapter 17 - Jarvis Hall

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

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

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

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

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

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

Potential use on holidays.

a. The Town Commission will decide in advance if they will make a plaza available for use by a Town commercial businesses or Town-based non-profit organizations on specific holidays.

b. On those holidays the Commission designates, the Town will accept proposals for use six months in advance of the holiday and determine which proposals best fit the image and goals of the Town. After the Commission ranks the proposals in preferred order, staff will negotiate rental fees with the first ranked proposer and bring them back to the Commission for approval.

c. The same business or non-profit organization may not rent the same space on a specific holiday two years in a row if another business or non-profit wants the opportunity. The Town Manager will determine whether others are interested in the opportunity, based on whether she or he has received written notice of such interest from an eligible business or organization no later than seven months prior to the holiday.

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

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

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

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

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

Plaza Use Fees Are in addition to the Event Application Fees listed above. The use fee is per plaza. If an organization wants to utilize more than one plaza for their event, they must pay for each space. Use of the plazas as part of a larger special event are subject to the plaza use fees, in addition to the any other Special Event Use Fee, but may be waived or modified by the Town Commission upon a finding that the applicable event will provide a public benefit. Application filed within 30 days of an event date will not be accepted. A Deposit may be required and will be set by the Town Manager based on purpose, number of attendees, and impact on the facility.		
5.3	LBTS businesses (limited to 4 rentals per year per business)	$850 per day per plaza
5.4	LBTS-based charity or non-profit organization (limited to 2 rentals per year per organization)	$215 per day per plaza
5.5	Out-of-Town 501C Registered Non-Profit or Tax Exempt Organization (limited to 1 rental per organization per year)	$425 per day per plaza

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

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

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

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

Mayor Scot Sasser

Attest:

Town Clerk, Tedra Allen

(CORPORATE SEAL)

APPROVED AS TO FORM:

~~Susan L. Trevarthen~~, Town Attorney

Kathryn Mehaffey

Exhibit 4

ORDINANCE 2014-06

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

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

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

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

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

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

Exhibit 1

ORDINANCE NO. 2014-06

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

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

Chapter 13. Noise.

* * * * *

Section 13-3. Prohibited acts.

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

* * * * *

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

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

(13) *Construction site generator noise.*

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

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

Exhibit 1

ORDINANCE NO. 2014-06

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

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

Section 13-4. Terminology and standards.

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

* * * * *

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

* * * * *

Sec. 13-6. Noise limitations.

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

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

Exhibit 1

ORDINANCE NO. 2014-06

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

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

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

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

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

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

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

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

Exhibit 1

ORDINANCE NO. 2014-06

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

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

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

(d) *Maximum sound level for activities duly authorized by special event permit.* An activity which has been granted a special event permit pursuant to Article VIII of Chapter 17 of the Code of Ordinances shall be subject to the maximum limitation on sound disturbances provided within this subsection. In connection with the permitted special event, no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond ~~two~~ one hundred (~~2~~100) feet from the source from which the sound emanates if the source is located on public property, or at or beyond ~~from~~ the real property line if the source is on private property, a sound level that exceeds the dBA or dBC standard in (c) applicable to the point of measurement and the time of measurement, unless a different standard is established in the special event permit.

* * * * *

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

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

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

Exhibit 1

ORDINANCE NO. 2014-06

this Ordinance shall become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article" or such other appropriate word or phrase in order to accomplish such intentions.

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

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

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

Mayor Scot Sasser

	First Reading	Second Reading
Mayor Sasser	Aye	Aye
Vice-Mayor Vincent	Aye	Aye
Commissioner Brown	Aye	Aye
Commissioner Dodd	Aye	Aye
Commissioner Sokolow	Aye	Aye

Attest:

Town Clerk Tedra Smith

(CORPORATE SEAL)

Approved as to form:

Town Attorney Susan L. Trevarthen

Agenda Item No: 11.c

Town Commission Agenda Item Report

Meeting Date: February 8, 2022
Submitted by: Linda Connors, Town Manager
Submitting Department: Administration
Item Type: Consent
Agenda Section: CONSENT AGENDA

Subject Title: Meeting Schedule and Swearing In

Explanation: Section 7-4 of the Town Code provides that candidates elected to Town office shall be sworn in and take office no later than 14 days after the election, and that the specific date is to be determined by vote of the Town Commission.

The Town's election is set for March 8th, which makes the deadline to swear in newly elected officials March 22nd, which is the regularly scheduled Town Commission meeting.

Traditionally, the Town Commission has also chosen to sign the Personal Code of Conduct at the beginning of each new term of office.

Recommendation: Staff is recommending scheduling a special meeting on March 22, 2022, prior to the regular Commission meeting, to swear in the new commission.

We can also provide the Personal Code of Conduct for signing at the beginning of that meeting for those starting new terms of office if the Town Commission desires.

Reviewed by Town Attorney:

☒	Yes	☐	No

Town Commission Agenda Item Report

Meeting Date: February 8, 2022
Submitted by: Jhanelle Campbell, Development Services Director
Submitting Department: Development Services
Item Type: Resolution
Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2022-07. A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH BROWARD COUNTY AND OTHER PARTICIPATING MUNICIPALITIES REGARDING COLLABORATIVE STUDY AND SUBSEQUENT DEVELOPMENT OF AN INTEGRATED SOLID WASTE AND RECYCLING SYSTEM, ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE EXECUTION OF THE AMENDMENT; AUTHORIZING THE EXPENDITURE OF UP TO $1,777.91 AS THE TOWN'S CONTRIBUTION TO PROCURE THE STUDY; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Explanation: In 2019, Broward County (the "County") and participating municipalities of Broward County entered into the Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System (the "MOU").

Pursuant to the MOU, the Solid Waste Working Group (the "SWWG"), a group of elected municipal officials chosen from among the elected officials of the municipalities in Broward County, and a County Commissioner, along with a Technical Advisory Committee of professionals from the County and municipalities, have been working diligently in a collaborative manner to review issues associated with establishing a regional entity for solid waste disposal and recycling processing.

The SWWG recommends that a Waste Generation Study be undertaken to understand the scope of the demands for any new entity. The estimated cost of the study is $1,000,000. Broward County will pay 50% of the costs of the study, so long as the municipalities agree to pay the remaining 50%.

To formalize the cost sharing for the study, the SWWG is proposing a First Amendment to the MOU, which provides for each municipality to contribute an amount towards the study based upon population.

The vendor selected by Broward County has indicated that it needs a commitment to proceed by February 11, 2022; otherwise, they will need to postpone the study for seven to eight months in order to fully capture the seasonal nature of solid waste generation.

The First Amendment provides that municipalities comprising at least 90% of the population must execute and send payment by February 11, 2022, or the agreement will be void. The table attached to the First Amendment represents the amount an approving municipality would pay to the County upon approval of the First Amendment to the MOU. This would be a maximum, and if the threshold is exceeded, funds would be returned to the cities that paid. Based on the chart in the amendment to MOU **(Exhibit 2)**, Lauderdale-By-The-Sea would be responsible for a payment of $1,777.91.

The SWWG has requested that this item be placed on the Commission's agenda so that the required approvals can be obtained on or before February 11, 2022. Time is of the essence to obtain the proposed study, which the

SWWG feels is necessary for a true review of a potential new regional solution for solid waste disposal and recycling processing.

The request has been reviewed by the Town's Attorney.

Recommendation: Staff recommends that the Commission approve Resolution 2022-07 **(Exhibit 1)** approve the First Amendment to the Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System **(Exhibit 2)** and authorizing the expenditure of $1,777.91 toward the Waste Generation Study.

Attachments:

Ex. 1 – Resolution 2022-07
Ex. 2 - Amendment to MOU

Reviewed by Town Attorney:

☒	**Yes**	☐	**No**

RESOLUTION NO. 2022-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH BROWARD COUNTY AND OTHER PARTICIPATING MUNICIPALITIES REGARDING COLLABORATIVE STUDY AND SUBSEQUENT DEVELOPMENT OF AN INTEGRATED SOLID WASTE AND RECYCLING SYSTEM, ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE EXECUTION OF THE AMENDMENT; AUTHORIZING THE EXPENDITURE OF UP TO $1,777.91 AS THE TOWN'S CONTRIBUTION TO PROCURE THE STUDY; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, in 2019, Broward County and the Broward County Municipalities, by entering into the Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System (the "MOU"), established a Solid Waste Working Group ("SWWG"), a group of elected municipal officials chosen from among the elected officials of the municipalities in Broward County and a County Commissioner; and

WHEREAS, under the MOU, Broward County and the municipalities (1) agreed to jointly undertake the continued study and analysis of critical solid waste issues and recycling programs; (2) directed the SWWG to develop a detailed and comprehensive scope of such continued study and analysis and authorized the SWWG to retain and interact with any appropriate consultants and/or attorneys during the course of the continued study to ensure that balance and independence are maintained throughout; and (3) agreed to make the respective financial contributions necessary for the continued study and analysis; and

WHEREAS, the SWWG has deemed it necessary to have a Waste Generation Study completed in order to further its efforts to agree on a regional solution for the future of solid waste disposal and the processing of recyclable materials in the future, and Broward County has agreed to engage such consultant to complete a scope of work as described in the First Amendment to the MOU, attached as Exhibit "A" (the "First Amendment"); and

WHEREAS, Broward County has agreed to contribute financially up to fifty percent (50%) of the total cost of a Waste Generation Study, with the remainder to be paid by municipalities that agree to the First Amendment as "Study Participants"; and

WHEREAS, the Town Commission of the Town of Lauderdale-By-The-Sea deems it to be in the best interests of the Town to approve the First Amendment to MOU with Broward County and other Participating Municipalities, attached as Exhibit "A," and contribute to the cost of the Waste Generation Study consistent with the terms of the First Amendment.

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

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

Section 2. The Town Commission hereby approves the First Amendment to the MOU, attached as Exhibit "A."

Section 3. The Town Commission hereby approves the expenditure of up to $1,777.91 as the Town's contribution to procure the Study.

Section 4. The Mayor and Town Manager are hereby authorized to execute the First Amendment to the MOU, attached as Exhibit "A," together with such non-substantial changes as are acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 5. The appropriate Town officials are authorized to do all things necessary to carry out the aims of this Resolution, including effectuate the expenditure of funds authorized by this Resolution.

Section 6. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 7. If any section, sentence, clause or phrase of this Resolution 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 Resolution.

Section 8. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on this ___ day of February, 2022.

_____

MAYOR CHRIS VINCENT

Attest:

_____
Acting Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

FIRST AMENDMENT
TO MEMORANDUM OF UNDERSTANDING
REGARDING COLLABORATIVE STUDY AND SUBSEQUENT DEVELOPMENT OF
AN INTEGRATED SOLID WASTE AND RECYCLING SYSTEM

This First Amendment ("First Amendment") to the Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System ("MOU") is made and entered into by and among Broward County, Florida ("County"), a political subdivision of the State of Florida, and those municipalities located within Broward County that approve and execute this First Amendment (individually, each executing municipality is a "Study Participant," and those municipalities are, collectively, the "Study Participants"), for the purpose of jointly funding a regional solid waste generation study ("Study") to inform the creation of a coordinated, cost-effective, environmentally sustainable system by which to dispose of solid waste and recyclable material.

RECITALS

A. In late 2019, County and the Participating Municipalities established a Solid Waste Working Group ("SWWG"), a group of elected municipal officials chosen from among the elected officials of the municipalities in Broward County and a County Commissioner, by entering into the MOU.

B. County and Study Participants each recognize that there are significant short-term and long-term benefits of regional management of solid waste disposal and recyclables processing, including environmental benefits and potential cost savings, and are committed to working toward establishing an integrated and comprehensive regional solid waste management system.

C. The goal of the SWWG is to work cooperatively, diligently, and in good faith to recommend strategies and solutions to establish a regional solid waste management system based on shared principles and commitments, including a mutually agreed governance structure and sufficient independence to achieve regional solid waste disposal and recycling goals.

D. The Study is intended to provide the SWWG with information concerning the amount and composition of solid waste and recyclables countywide. Future studies may be necessary to analyze environmental impacts or to develop plans for new facilities or capital improvements.

E. Under Section 8 of the MOU, County and the Participating Municipalities (1) agreed to jointly undertake the continued study and analysis of critical solid waste issues and recycling programs; (2) directed the SWWG to develop a detailed and comprehensive scope of such continued study and analysis and authorized the SWWG to retain and interact with any appropriate consultants and/or attorneys during the course of the continued study to ensure

that balance and independence are maintained throughout; and (3) agreed to make the respective financial contributions necessary for the continued study and analysis. If every Participating Municipality does not execute this First Amendment, then only County and the Study Participants shall be parties to it. In such event, the County and Study Participants have agreed that this First Amendment shall have the force of a separate agreement that incorporates the understandings of the MOU.

F. By action of the Broward County Board of County Commissioners on June 15, 2021, County has agreed to contribute financially up to fifty percent (50%) of the total cost of the Study, with the remainder to be paid by Study Participants.

G. County and Study Participants desire to enter into this First Amendment to the MOU to further the SWWG's goals by contributing funds to procure the Study, which will provide the SWWG with information critical to the process of establishing a regional solid waste management system. This First Amendment only affects the obligations of County and Study Participants to each other and shall not amend the MOU in any other respect.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Study Participants agree as follows:

ARTICLE 1. EXHIBITS

Exhibit A **Proposed Study Scope of Services**
Exhibit B **Estimated Study Budget and Study Participant Contributions**

ARTICLE 2. AMENDMENT EFFECTIVE DATE; AUTOMATIC TERMINATION

2.1 Amendment Effective Date. The effective date of this First Amendment ("Amendment Effective Date") shall be the date it is fully executed by County and by Study Participants representing at least a combined ninety percent (90%) of the total population of Broward County, Florida (the "Required Population"), based on the University of Florida Bureau of Economic and Business Research's most recent population estimates.

2.2 Automatic Termination. If by February 11, 2022, ("Automatic Termination Date"), County and Study Participants meeting or exceeding the Required Population as set forth in Section 2.1 have not executed this First Amendment and provided payment as set forth in Sections 3.2 and 3.3, this First Amendment shall be void and of no effect on County and any Study Participants that had executed the First Amendment prior to the Automatic Termination Date, and any payments made by Study Participants that had executed the First Amendment prior to the Automatic Termination Date shall be returned to the paying Study Participant.

ARTICLE 3. FINANCIAL OBLIGATIONS OF THE PARTIES; TIME OF PERFORMANCE; ADDITIONAL STUDY PARTICIPANTS

3.1. Study Cost. The total final cost of the Study invoiced by Vendor (defined below) to County is hereinafter referred to as the "Study Cost." The Study Cost shall not exceed one million dollars ($1,000,000). The Study shall be conducted in phases. At the completion of each phase of the Study, a portion of the Study Cost will be invoiced by Vendor to County.

3.2. Division of Study Cost. County shall pay an amount equal to fifty percent (50%) of the Study Cost. The Study Participants (both those who are parties to this First Amendment as of the Amendment Effective Date and those who may become Study Participants after such date) shall collectively pay an amount equal to fifty percent (50%) of the total Study Cost (the "Municipal Share"). The division of the Study Cost between County and Study Participants on a fifty-fifty (50/50) basis shall remain in place notwithstanding any discrepancy between the estimate shown on Exhibit B and the Study Cost. If the estimate shown on Exhibit B is different than the Study Cost, the County's share and each Study Participant's portion of the Municipal Share will be adjusted on a pro-rata basis using the method described in Section 3.3 of this First Amendment, with the County's share and the Municipal Share each remaining fifty percent (50%) of the total Study Cost.

3.3. Municipal Share Calculation. Each Study Participant's portion of the Municipal Share shall be calculated by dividing the Study Participant's population by the total population of the Study Participants no later than thirty (30) days after the Amendment Effective Date ("Municipal Reconciliation Date"). For example, if a Study Participant's population is equal to five percent (5%) of the total population of all Study Participants, such Study Participant would be responsible for contributing five percent (5%) of the Municipal Share. All percentages shall be rounded to the nearest hundredth of a decimal point (e.g., 4.944% shall be rounded to 4.95%) with any shortfall paid by the Study Participant with the largest population. The population of the unincorporated areas of Broward County shall not be included when calculating total population under this section and no contribution to the Municipal Share shall be required on behalf of the unincorporated areas. The parties acknowledge that Exhibit B is demonstrative of the application of the formula in this Section 3.3 and the actual payment responsibilities for the Study Participants shall be calculated based upon the formula in this Section 3.3.

3.4. Time of Performance. Each Study Participant shall issue payment to County for its portion of the Municipal Share contemporaneous with its delivery to County of the executed First Amendment, as set forth in Section 2.2. Study Participants shall issue payment in the amount that would be owed if Study Participants representing a combined ninety percent (90%) of the total population of Broward County, Florida, executed this First Amendment. If Study Participants representing more than a combined ninety percent (90%) of the total population of Broward County, Florida, execute this First Amendment, County shall issue a reimbursement of each Study Participant's respective overpayment of the Municipal Share, on a pro-rata basis, after the Municipal Reconciliation Date.

3.5. Additional Study Participants. Any Broward County municipality may become a Study Participant by signing this First Amendment, and the MOU, and issuing payment to County within thirty (30) calendar days after entering into this First Amendment for an amount as calculated pursuant to Section 3.3 herein, which shall be used to reimburse all other Study Participants, on a pro-rata basis, their respective overpayments of the Municipal Share.

3.6. Extension. The SWWG shall have the authority, by majority vote, to extend the Automatic Termination Date set forth in Section 2.2 beyond February 11, 2022. Study Participants hereby acknowledge that any such extension may significantly delay initiation of the Study, and delivery of the resulting report, by Vendor.

ARTICLE 4. OTHER OBLIGATIONS OF THE PARTIES

4.1. Vendor Selection Process. County shall conduct a search for a qualified vendor to perform the Study and select the vendor ("Vendor"). The County shall enter into a binding agreement with Vendor and act as the contract administrator in connection with the agreement for the Study ("Study Contract").

4.2. Cooperation of the Study Participants with Vendor. Each Study Participant shall provide Vendor with the following information: (1) point of contact within Study Participant's municipal government, (2) list of haulers contracting with Study Participant, and (3) contact information for Study Participant's haulers. Study Participants shall encourage their haulers to comply with Vendor's information requests on an expedited basis.

4.3. No Obligation to Advance or Reimburse Other Parties. County shall not be obligated to advance, reimburse, or otherwise pay any portion of the Municipal Share and Study Participants shall not be obligated to advance, reimburse, or otherwise pay any portion of the County Share.

ARTICLE 5. SCOPE OF THE STUDY

5.1. The Study shall conform to industry best practices for solid waste generation reporting and other such topics as County's contract administrator of the Study Contract deems appropriate. As of the Amendment Effective Date, the proposed scope of the Study ("Study Scope") is attached as Exhibit A to this First Amendment.

5.2. Exhibit A was created with input from the SWWG's Technical Advisory Committee ("TAC"). Each Study Participant executing this First Amendment acknowledges that it had ample opportunity to review and provide feedback on the Study Scope prior to the retention of Vendor through its representative on the TAC.

5.3. Study Participants acknowledge and understand that the final scope of the Study as contained in the Study Contract may be modified based on negotiations with Vendor, as conducted by a negotiation team consisting of representatives from County, SWWG, and TAC. Notwithstanding the foregoing, the Study Scope shall not be modified in a manner that will

increase the cost to an amount more than the Study Cost. Any changes to the Study Scope will be made with the input of the negotiation team's County, SWWG, and TAC representatives.

ARTICLE 6. MISCELLANEOUS

6.1. Recitals. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the MOU.

6.2. Conflict. In the event of any conflict or ambiguity between this First Amendment and the MOU, County and Study Participants agree that this First Amendment shall control. The MOU, as amended herein by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and County and Study Participants agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the MOU as amended in this First Amendment. Accordingly, County and Study Participants agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

6.3. Joint Preparation. Preparation of this First Amendment has been a joint effort of County and Study Participants and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties to this First Amendment than any other.

6.4. Counterparts and Multiple Originals. This First Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator authorized to execute same by Board action on the ___ day of _____ 202_, and Study Participants, signing by and through officers duly authorized to execute same.

BROWARD COUNTY

WITNESS:

_____
(Signature)

_____
(Print Name of Witness)

_____
(Signature)

_____
(Print Name of Witness)

BROWARD COUNTY, by and through its County Administrator

By_____
County Administrator

____ day of _____, 2022

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By_____
Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

By_____
Matthew Haber (Date)
Assistant County Attorney

FIRST AMENDMENT
TO MEMORANDUM OF UNDERSTANDING
REGARDING COLLABORATIVE STUDY AND SUBSEQUENT DEVELOPMENT OF
AN INTEGRATED SOLID WASTE AND RECYCLING SYSTEM

STUDY PARTICIPANT

WITNESS:

_____

_____
Print or type name

STUDY PARTICIPANT

_____

_____
Mayor (Print or type name)

_____day of_____, 20___

WITNESS:

_____

_____
Print or type name

_____

_____
City Manager (Print or type name)

ATTEST:

_____

_____
City Clerk (Print or type name)

APPROVED AS TO FORM BY:

_____

_____
City Attorney (Print or type name)

EXHIBIT A
Proposed Study Scope of Services

Vendor shall provide the following Services:

WASTE GENERATION STUDY

Task	Task Title	Illustrative Tasks	Cost	Deliverables[1]
1	Project Planning and Preparations	• Kick-off meeting • Establish project parameters • Coordinate with private haulers • Create applicable Environmental Health and Safety Plans • Develop overall plan of the Study include how the results of the study can be used	$45,300	• Memorandum with project schedule, summary of available information, and clarification of scope • Memorandum that details and describes Land Use Code Groups (LUCGs), geographic areas, and associated sample targets • Non-Disclosure agreements with private haulers • Memorandum of Understanding with each cooperating private hauler • Presentation before stakeholders providing an overview of the Study and introducing the potential uses derived from the Study (i.e., calculation of assessment fee, financial projections for a solid waste entity, tipping fee surcharge, support of bond issuance, etc.)

[1] Each task and deliverable are subject to County approval and acceptance to be considered completed and subject to payment.
[2] Format for all databases shall be approved by the County.

Task	Task Title	Illustrative Tasks	Cost	Deliverables[1]
2	Develop Sampling Protocol and Training	• Purchase and install truck scales	$92,400	• Certificate of installation for each on-board truck scale installed. (County will reimburse actual costs based on proper submittal of invoices up to a maximum of $23,100 for each scale installed up to a maximum of 4)
		• Match hauler customers with parcels	$48,800	• Database[2] that presents selected data for which waste will be measured as part of this study
		• Develop field protocol / training	$25,900	• Field Sampling Protocol • Training Presentation
3	Correlate Parcel Data with Hauler Customer Information, Verification Surveys, and Data Gathering	• Conduct verification surveys	$138,000	• Database that includes verified information and summary of discrepancies
		• Winter field data gathering	$52,800	• Database that includes weight of waste measured for each parcel in Winter 2022
		• Summer field data gathering	$52,800	• Database that includes weight of waste measured for each parcel in Winter 2022 and Summer 2022
4	Statistical Analyses	• Conduct analysis to develop statistically valid and defendable waste generation rate for the County and its 31 municipalities	$28,200	• Memorandum that presents median and statistical confidence intervals for each LUCG and geographic area • Meeting with County to present data summary and evaluate countywide vs geographic waste generation estimates

[2] Format for all databases shall be approved by the County.

Task	Task Title	Illustrative Tasks	Cost	Deliverables[1]
5	Draft/Final Waste Generation Report, Presentation, and Miscellaneous Consulting Services	• Draft Report • Final Report & Presentation • Progress Meetings (up to 4) before relevant stakeholders (as determined by the County) • Identifying regulatory, legislative, and legal trends that affect solid waste management • Provide guidance on policies, contracts, regulations, and other actions related to solid waste management in Broward County for consideration	$65,800	• Draft project report that presents field methods, project results, and waste generation rates • Final project report that incorporates County comments on field methods, project results, and waste generation rates. The Final Report shall also include the potential uses derived from the Study (ie. calculation of assessment fee, financial projections for Authority, tipping fee surcharge, support of bond issuance, etc.) and next steps and options on how rates may be applied. • Presentation that presents the Waste Generation Study to relevant stakeholders (as determined by the County)
TOTAL			**$550,000**	

The Scope of Service shall also include all items and tasks contained in the Contractor's written proposal dated November 12, 2021, and optional funding tasks.

WASTE COMPOSITION STUDY

Task	Task Title	Illustrative Tasks	Cost	Deliverables[3]
6	Project Planning and Preparations	• Kick-off meeting • Establish project parameters • Coordinate with waste management facilities and public/private haulers • Create applicable Environmental Health and Safety Plans • Develop sampling protocol that identifies locations, sampling targets, and field procedures	$18,500	• Memorandum with data request • Memorandum with project schedule, summary of available information, and clarification of scope • Sampling Protocol
7	Seasonal Field Efforts to Acquire and Sort Waste Samples	• Season 1 (5-day field activity)	$43.800	• Memorandum presenting summary of field results for Season 1
		• Season 2 (5-day field activity)	$43,800	• Memorandum presenting summary of field results for Season 2
		• Season 3 (5-day field activity)	$43,800	• Memorandum presenting summary of field results for Season 4
		• Season 4 (5-day field activity)	$43,800	• Memorandum presenting summary of field results for Season 4

Task	Task Title	Illustrative Tasks	Cost	Deliverables[3]
8	Statistical Analyses	• Derivation of Annual Waste Composition (overall and by sector); Comparisons (to previous studies, to other jurisdictions, by sector), Assessment of Opportunities to increase Waste Diversion	$24,000	• Memorandum that presents annual waste composition and statistical confidence intervals for each material type • Meeting with County to present data and discuss format for final report
9	Draft/Final Waste Composition Report & Presentation	• Draft Report • Final Report & Presentation	$26,300	• Draft report presenting field methods, project results, and waste composition • Final report incorporating County comments on field methods, project results, and waste composition. The Final Report shall also include the potential uses derived from the Study (opportunities to expand waste diversion efforts) and next steps. • Presentation of Waste Composition Study results to relevant stakeholders (as determined by the County)
TOTAL			**$244,000**	

[3] Each task and deliverable are subject to County approval and acceptance to be considered completed and subject to payment.

The Scope of Service shall also include all items and tasks contained in the Contractor's written proposal dated November 12, 2021, and optional funding tasks.

OPTIONAL SERVICES

Task	Task Title	Illustrative Tasks	Cost	Deliverables[4]
10	Revenue Requirement /Financial Projections	• Determine the revenue requirements for the system consistent with proposed bond commitments	$32,625	• Financial model results projecting revenue requirements
11	Non-Ad Valorem Assessment and Rate Planning	• Identify the parcels that will receive a special benefit from the solid waste entity • Validate the methodology for apportioning the revenue requirement to the benefitting parcels • Calculate the necessary special assessment to meet the revenue requirements for the next 5 years • Determine the parcels that will receive a special benefit from the solid waste entity and consider whether the same benefit is conveyed upon all parcels (ex, education/outreach, HHW, etc.)	$59,500	• Report with a statistically-valid and legally-defensible special assessment rate structure

[4] Each task and deliverable are subject to County approval and acceptance to be considered completed and subject to payment.

Task	Task Title	Illustrative Tasks	Cost	Deliverables[4]
12	Tipping Fee Study	• Determine level of surcharges required to meet the financial needs of the system • Determine waste streams and tonnages subject to surcharge • Calculate surcharge per ton of billable waste	$39,100	• Report on tipping fees/surcharges that include surcharge for each facility and waste stream (MSW, bulk, yard, C&D, etc),
13	Support to Bond Issuance	• Perform feasibility study that details annual revenue projections over the life of the anticipated financing term	$30,975	• Feasibility reports for revenue bond financing of capital assets
14	Communication and Outreach	• Public Relations and communication planning/ implementation • Citizen input through stakeholder, and public meetings, online and phone surveys	$38,100	• Includes two in-person meetings, and one virtual meeting. • Memorandum summarizing results of citizen input.
15	Additional Meetings (as required)	• In-person meeting with Project Director - $3,850 • Virtual Meeting - $1,350	Varies	• Project Director will attend in-person or virtually, Project Manager will attend virtually

EXHIBIT B
Estimated Study Budget and Study Participant Contributions

EXHIBIT B

Estimated Study Budget and Study Participant Contributions

Study Cost	**$1,000,000**
County Cost Share at 50%	**$500,000**
Remainder to be Paid by Municipalities	**$500,000**
Broward Population (2021 BEBR)	**1,938,296**
90% of Population	**1,744,466**

Municipality	Population (2021 BEBR)	Population Percentage based on 100% Participation	$1M Study with 100% Participation	Population Percentage based on 90% Participation	Payment from Municipalities by 2/11/22 $1M Study with 90% Participation
Fort Lauderdale	186,076	9.600%	$47,999.89	10.667%	$53,333.21
Pembroke Pines	170,857	8.815%	$44,074.02	9.794%	$48,971.14
Hollywood	153,854	7.938%	$39,687.95	8.820%	$44,097.73
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Coral Springs	134,558	6.942%	$34,710.38	7.713%	$38,567.09
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Davie	106,199	5.479%	$27,394.94	6.088%	$30,438.82
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Parkland	35,440	1.828%	$9,142.05	2.032%	$10,157.83
Cooper City	34,397	1.775%	$8,873.00	1.972%	$9,858.89
Dania Beach	31,837	1.643%	$8,212.63	1.825%	$9,125.14
West Park	15,229	0.786%	$3,928.45	0.873%	$4,364.95
Wilton Manors	11,560	0.596%	$2,982.00	0.663%	$3,313.33
Lighthouse Point	10,499	0.542%	$2,708.31	0.602%	$3,009.23
Southwest Ranches	7,675	0.396%	$1,979.83	0.440%	$2,199.81
Pembroke Park	6,222	0.321%	$1,605.02	0.357%	$1,783.35
Lauderdale-by-the-Sea	6,203	0.320%	$1,600.12	0.356%	$1,777.91
Hillsboro Beach	1,986	0.102%	$512.31	0.114%	$569.23
Sea Ranch Lakes	535	0.028%	$138.01	0.031%	$153.34
Lazy Lake*	33	0.002%	$8.51	0.002%	$9.46

Note: Revised on 1/17/2022

* Rounded

FIRST AMENDMENT
TO MEMORANDUM OF UNDERSTANDING
REGARDING COLLABORATIVE STUDY AND SUBSEQUENT DEVELOPMENT OF
AN INTEGRATED SOLID WASTE AND RECYCLING SYSTEM

This First Amendment ("First Amendment") to the Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System ("MOU") is made and entered into by and among Broward County, Florida ("County"), a political subdivision of the State of Florida, and those municipalities located within Broward County that approve and execute this First Amendment (individually, each executing municipality is a "Study Participant," and those municipalities are, collectively, the "Study Participants"), for the purpose of jointly funding a regional solid waste generation study ("Study") to inform the creation of a coordinated, cost-effective, environmentally sustainable system by which to dispose of solid waste and recyclable material.

RECITALS

A. In late 2019, County and the Participating Municipalities established a Solid Waste Working Group ("SWWG"), a group of elected municipal officials chosen from among the elected officials of the municipalities in Broward County and a County Commissioner, by entering into the MOU.

B. County and Study Participants each recognize that there are significant short-term and long-term benefits of regional management of solid waste disposal and recyclables processing, including environmental benefits and potential cost savings, and are committed to working toward establishing an integrated and comprehensive regional solid waste management system.

C. The goal of the SWWG is to work cooperatively, diligently, and in good faith to recommend strategies and solutions to establish a regional solid waste management system based on shared principles and commitments, including a mutually agreed governance structure and sufficient independence to achieve regional solid waste disposal and recycling goals.

D. The Study is intended to provide the SWWG with information concerning the amount and composition of solid waste and recyclables countywide. Future studies may be necessary to analyze environmental impacts or to develop plans for new facilities or capital improvements.

E. Under Section 8 of the MOU, County and the Participating Municipalities (1) agreed to jointly undertake the continued study and analysis of critical solid waste issues and recycling programs; (2) directed the SWWG to develop a detailed and comprehensive scope of such continued study and analysis and authorized the SWWG to retain and interact with any appropriate consultants and/or attorneys during the course of the continued study to ensure

that balance and independence are maintained throughout; and (3) agreed to make the respective financial contributions necessary for the continued study and analysis. If every Participating Municipality does not execute this First Amendment, then only County and the Study Participants shall be parties to it. In such event, the County and Study Participants have agreed that this First Amendment shall have the force of a separate agreement that incorporates the understandings of the MOU.

F. By action of the Broward County Board of County Commissioners on June 15, 2021, County has agreed to contribute financially up to fifty percent (50%) of the total cost of the Study, with the remainder to be paid by Study Participants.

G. County and Study Participants desire to enter into this First Amendment to the MOU to further the SWWG's goals by contributing funds to procure the Study, which will provide the SWWG with information critical to the process of establishing a regional solid waste management system. This First Amendment only affects the obligations of County and Study Participants to each other and shall not amend the MOU in any other respect.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Study Participants agree as follows:

ARTICLE 1. EXHIBITS

Exhibit A **Proposed Study Scope of Services**
Exhibit B **Estimated Study Budget and Study Participant Contributions**

ARTICLE 2. AMENDMENT EFFECTIVE DATE; AUTOMATIC TERMINATION

2.1 Amendment Effective Date. The effective date of this First Amendment ("Amendment Effective Date") shall be the date it is fully executed by County and by Study Participants representing at least a combined ninety percent (90%) of the total population of Broward County, Florida (the "Required Population"), based on the University of Florida Bureau of Economic and Business Research's most recent population estimates.

2.2 Automatic Termination. If by February 11, 2022, ("Automatic Termination Date"), County and Study Participants meeting or exceeding the Required Population as set forth in Section 2.1 have not executed this First Amendment and provided payment as set forth in Sections 3.2 and 3.3, this First Amendment shall be void and of no effect on County and any Study Participants that had executed the First Amendment prior to the Automatic Termination Date, and any payments made by Study Participants that had executed the First Amendment prior to the Automatic Termination Date shall be returned to the paying Study Participant.

ARTICLE 3. FINANCIAL OBLIGATIONS OF THE PARTIES; TIME OF PERFORMANCE; ADDITIONAL STUDY PARTICIPANTS

3.1. Study Cost. The total final cost of the Study invoiced by Vendor (defined below) to County is hereinafter referred to as the "Study Cost." The Study Cost shall not exceed one million dollars ($1,000,000). The Study shall be conducted in phases. At the completion of each phase of the Study, a portion of the Study Cost will be invoiced by Vendor to County.

3.2. Division of Study Cost. County shall pay an amount equal to fifty percent (50%) of the Study Cost. The Study Participants (both those who are parties to this First Amendment as of the Amendment Effective Date and those who may become Study Participants after such date) shall collectively pay an amount equal to fifty percent (50%) of the total Study Cost (the "Municipal Share"). The division of the Study Cost between County and Study Participants on a fifty-fifty (50/50) basis shall remain in place notwithstanding any discrepancy between the estimate shown on Exhibit B and the Study Cost. If the estimate shown on Exhibit B is different than the Study Cost, the County's share and each Study Participant's portion of the Municipal Share will be adjusted on a pro-rata basis using the method described in Section 3.3 of this First Amendment, with the County's share and the Municipal Share each remaining fifty percent (50%) of the total Study Cost.

3.3. Municipal Share Calculation. Each Study Participant's portion of the Municipal Share shall be calculated by dividing the Study Participant's population by the total population of the Study Participants no later than thirty (30) days after the Amendment Effective Date ("Municipal Reconciliation Date"). For example, if a Study Participant's population is equal to five percent (5%) of the total population of all Study Participants, such Study Participant would be responsible for contributing five percent (5%) of the Municipal Share. All percentages shall be rounded to the nearest hundredth of a decimal point (e.g., 4.944% shall be rounded to 4.95%) with any shortfall paid by the Study Participant with the largest population. The population of the unincorporated areas of Broward County shall not be included when calculating total population under this section and no contribution to the Municipal Share shall be required on behalf of the unincorporated areas. The parties acknowledge that Exhibit B is demonstrative of the application of the formula in this Section 3.3 and the actual payment responsibilities for the Study Participants shall be calculated based upon the formula in this Section 3.3.

3.4. Time of Performance. Each Study Participant shall issue payment to County for its portion of the Municipal Share contemporaneous with its delivery to County of the executed First Amendment, as set forth in Section 2.2. Study Participants shall issue payment in the amount that would be owed if Study Participants representing a combined ninety percent (90%) of the total population of Broward County, Florida, executed this First Amendment. If Study Participants representing more than a combined ninety percent (90%) of the total population of Broward County, Florida, execute this First Amendment, County shall issue a reimbursement of each Study Participant's respective overpayment of the Municipal Share, on a pro-rata basis, after the Municipal Reconciliation Date.

3.5. Additional Study Participants. Any Broward County municipality may become a Study Participant by signing this First Amendment, and the MOU, and issuing payment to County within thirty (30) calendar days after entering into this First Amendment for an amount as calculated pursuant to Section 3.3 herein, which shall be used to reimburse all other Study Participants, on a pro-rata basis, their respective overpayments of the Municipal Share.

3.6. Extension. The SWWG shall have the authority, by majority vote, to extend the Automatic Termination Date set forth in Section 2.2 beyond February 11, 2022. Study Participants hereby acknowledge that any such extension may significantly delay initiation of the Study, and delivery of the resulting report, by Vendor.

ARTICLE 4. OTHER OBLIGATIONS OF THE PARTIES

4.1. Vendor Selection Process. County shall conduct a search for a qualified vendor to perform the Study and select the vendor ("Vendor"). The County shall enter into a binding agreement with Vendor and act as the contract administrator in connection with the agreement for the Study ("Study Contract").

4.2. Cooperation of the Study Participants with Vendor. Each Study Participant shall provide Vendor with the following information: (1) point of contact within Study Participant's municipal government, (2) list of haulers contracting with Study Participant, and (3) contact information for Study Participant's haulers. Study Participants shall encourage their haulers to comply with Vendor's information requests on an expedited basis.

4.3. No Obligation to Advance or Reimburse Other Parties. County shall not be obligated to advance, reimburse, or otherwise pay any portion of the Municipal Share and Study Participants shall not be obligated to advance, reimburse, or otherwise pay any portion of the County Share.

ARTICLE 5. SCOPE OF THE STUDY

5.1. The Study shall conform to industry best practices for solid waste generation reporting and other such topics as County's contract administrator of the Study Contract deems appropriate. As of the Amendment Effective Date, the proposed scope of the Study ("Study Scope") is attached as Exhibit A to this First Amendment.

5.2. Exhibit A was created with input from the SWWG's Technical Advisory Committee ("TAC"). Each Study Participant executing this First Amendment acknowledges that it had ample opportunity to review and provide feedback on the Study Scope prior to the retention of Vendor through its representative on the TAC.

5.3. Study Participants acknowledge and understand that the final scope of the Study as contained in the Study Contract may be modified based on negotiations with Vendor, as conducted by a negotiation team consisting of representatives from County, SWWG, and TAC. Notwithstanding the foregoing, the Study Scope shall not be modified in a manner that will

increase the cost to an amount more than the Study Cost. Any changes to the Study Scope will be made with the input of the negotiation team's County, SWWG, and TAC representatives.

ARTICLE 6. MISCELLANEOUS

6.1. Recitals. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the MOU.

6.2. Conflict. In the event of any conflict or ambiguity between this First Amendment and the MOU, County and Study Participants agree that this First Amendment shall control. The MOU, as amended herein by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and County and Study Participants agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the MOU as amended in this First Amendment. Accordingly, County and Study Participants agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

6.3. Joint Preparation. Preparation of this First Amendment has been a joint effort of County and Study Participants and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties to this First Amendment than any other.

6.4. Counterparts and Multiple Originals. This First Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator authorized to execute same by Board action on the ___ day of _____ 202_, and Study Participants, signing by and through officers duly authorized to execute same.

BROWARD COUNTY

WITNESS:

_____
(Signature)

_____
(Print Name of Witness)

_____
(Signature)

_____
(Print Name of Witness)

BROWARD COUNTY, by and through its County Administrator

By_____
County Administrator

____ day of _____, 2022

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By_____
Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

By_____
Matthew Haber (Date)
Assistant County Attorney

FIRST AMENDMENT
TO MEMORANDUM OF UNDERSTANDING
REGARDING COLLABORATIVE STUDY AND SUBSEQUENT DEVELOPMENT OF
AN INTEGRATED SOLID WASTE AND RECYCLING SYSTEM

STUDY PARTICIPANT

WITNESS:

_____

_____
Print or type name

STUDY PARTICIPANT

_____

_____
Mayor (Print or type name)

_____day of_____, 20___

WITNESS:

_____

_____
Print or type name

_____

_____
City Manager (Print or type name)

ATTEST:

_____

_____
City Clerk (Print or type name)

APPROVED AS TO FORM BY:

_____

_____
City Attorney (Print or type name)

EXHIBIT A
Proposed Study Scope of Services

Vendor shall provide the following Services:

WASTE GENERATION STUDY

Task	Task Title	Illustrative Tasks	Cost	Deliverables[1]
1	Project Planning and Preparations	• Kick-off meeting • Establish project parameters • Coordinate with private haulers • Create applicable Environmental Health and Safety Plans • Develop overall plan of the Study include how the results of the study can be used	$45,300	• Memorandum with project schedule, summary of available information, and clarification of scope • Memorandum that details and describes Land Use Code Groups (LUCGs), geographic areas, and associated sample targets • Non-Disclosure agreements with private haulers • Memorandum of Understanding with each cooperating private hauler • Presentation before stakeholders providing an overview of the Study and introducing the potential uses derived from the Study (i.e., calculation of assessment fee, financial projections for a solid waste entity, tipping fee surcharge, support of bond issuance, etc.)

[1] Each task and deliverable are subject to County approval and acceptance to be considered completed and subject to payment.
[2] Format for all databases shall be approved by the County.

Task	Task Title	Illustrative Tasks	Cost	Deliverables[1]
2	Develop Sampling Protocol and Training	• Purchase and install truck scales	$92,400	• Certificate of installation for each on-board truck scale installed. (County will reimburse actual costs based on proper submittal of invoices up to a maximum of $23,100 for each scale installed up to a maximum of 4)
		• Match hauler customers with parcels	$48,800	• Database[2] that presents selected data for which waste will be measured as part of this study
		• Develop field protocol / training	$25,900	• Field Sampling Protocol • Training Presentation
3	Correlate Parcel Data with Hauler Customer Information, Verification Surveys, and Data Gathering	• Conduct verification surveys	$138,000	• Database that includes verified information and summary of discrepancies
		• Winter field data gathering	$52,800	• Database that includes weight of waste measured for each parcel in Winter 2022
		• Summer field data gathering	$52,800	• Database that includes weight of waste measured for each parcel in Winter 2022 and Summer 2022
4	Statistical Analyses	• Conduct analysis to develop statistically valid and defendable waste generation rate for the County and its 31 municipalities	$28,200	• Memorandum that presents median and statistical confidence intervals for each LUCG and geographic area • Meeting with County to present data summary and evaluate countywide vs geographic waste generation estimates

[2] Format for all databases shall be approved by the County.

Task	Task Title	Illustrative Tasks	Cost	Deliverables[1]
5	Draft/Final Waste Generation Report, Presentation, and Miscellaneous Consulting Services	• Draft Report • Final Report & Presentation • Progress Meetings (up to 4) before relevant stakeholders (as determined by the County) • Identifying regulatory, legislative, and legal trends that affect solid waste management • Provide guidance on policies, contracts, regulations, and other actions related to solid waste management in Broward County for consideration	$65,800	• Draft project report that presents field methods, project results, and waste generation rates • Final project report that incorporates County comments on field methods, project results, and waste generation rates. The Final Report shall also include the potential uses derived from the Study (ie. calculation of assessment fee, financial projections for Authority, tipping fee surcharge, support of bond issuance, etc.) and next steps and options on how rates may be applied. • Presentation that presents the Waste Generation Study to relevant stakeholders (as determined by the County)
TOTAL			**$550,000**	

The Scope of Service shall also include all items and tasks contained in the Contractor's written proposal dated November 12, 2021, and optional funding tasks.

WASTE COMPOSITION STUDY

Task	Task Title	Illustrative Tasks	Cost	Deliverables[3]
6	Project Planning and Preparations	• Kick-off meeting • Establish project parameters • Coordinate with waste management facilities and public/private haulers • Create applicable Environmental Health and Safety Plans • Develop sampling protocol that identifies locations, sampling targets, and field procedures	$18,500	• Memorandum with data request • Memorandum with project schedule, summary of available information, and clarification of scope • Sampling Protocol
7	Seasonal Field Efforts to Acquire and Sort Waste Samples	• Season 1 (5-day field activity)	$43.800	• Memorandum presenting summary of field results for Season 1
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Task	Task Title	Illustrative Tasks	Cost	Deliverables[3]
8	Statistical Analyses	• Derivation of Annual Waste Composition (overall and by sector); Comparisons (to previous studies, to other jurisdictions, by sector), Assessment of Opportunities to increase Waste Diversion	$24,000	• Memorandum that presents annual waste composition and statistical confidence intervals for each material type • Meeting with County to present data and discuss format for final report
9	Draft/Final Waste Composition Report & Presentation	• Draft Report • Final Report & Presentation	$26,300	• Draft report presenting field methods, project results, and waste composition • Final report incorporating County comments on field methods, project results, and waste composition. The Final Report shall also include the potential uses derived from the Study (opportunities to expand waste diversion efforts) and next steps. • Presentation of Waste Composition Study results to relevant stakeholders (as determined by the County)
TOTAL			**$244,000**	

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OPTIONAL SERVICES

Task	Task Title	Illustrative Tasks	Cost	Deliverables[4]
10	Revenue Requirement /Financial Projections	• Determine the revenue requirements for the system consistent with proposed bond commitments	$32,625	• Financial model results projecting revenue requirements
11	Non-Ad Valorem Assessment and Rate Planning	• Identify the parcels that will receive a special benefit from the solid waste entity • Validate the methodology for apportioning the revenue requirement to the benefitting parcels • Calculate the necessary special assessment to meet the revenue requirements for the next 5 years • Determine the parcels that will receive a special benefit from the solid waste entity and consider whether the same benefit is conveyed upon all parcels (ex, education/outreach, HHW, etc.)	$59,500	• Report with a statistically-valid and legally-defensible special assessment rate structure

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Task	Task Title	Illustrative Tasks	Cost	Deliverables[4]
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15	Additional Meetings (as required)	• In-person meeting with Project Director - $3,850 • Virtual Meeting - $1,350	Varies	• Project Director will attend in-person or virtually, Project Manager will attend virtually

EXHIBIT B
Estimated Study Budget and Study Participant Contributions

EXHIBIT B

Estimated Study Budget and Study Participant Contributions

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Parkland	35,440	1.828%	$9,142.05	2.032%	$10,157.83
Cooper City	34,397	1.775%	$8,873.00	1.972%	$9,858.89
Dania Beach	31,837	1.643%	$8,212.63	1.825%	$9,125.14
West Park	15,229	0.786%	$3,928.45	0.873%	$4,364.95
Wilton Manors	11,560	0.596%	$2,982.00	0.663%	$3,313.33
Lighthouse Point	10,499	0.542%	$2,708.31	0.602%	$3,009.23
Southwest Ranches	7,675	0.396%	$1,979.83	0.440%	$2,199.81
Pembroke Park	6,222	0.321%	$1,605.02	0.357%	$1,783.35
Lauderdale-by-the-Sea	6,203	0.320%	$1,600.12	0.356%	$1,777.91
Hillsboro Beach	1,986	0.102%	$512.31	0.114%	$569.23
Sea Ranch Lakes	535	0.028%	$138.01	0.031%	$153.34
Lazy Lake*	33	0.002%	$8.51	0.002%	$9.46

Note: Revised on 1/17/2022

* Rounded