

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday, January 23, 2024

6:30 PM



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

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

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

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

Regular Town Commission

Tuesday, January 23, 2024, 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 by Pauline Brooks McGuinness representing the Bahai Faith**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
 - 7.a. BSO December 2023 Public Safety Report
 - 7.b. PBFD December 2023 Public Safety Report
8. **TOWN MANAGER REPORT**
 - 8.a. October 2023 Finance Report
 - 8.b. November 2023 Finance Report
 - 8.c. Town Manager Report
 - 8.d. Pier Update
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
11. **CONSENT AGENDA**
 - 11.a. 2024 Parking Permits for Turtle Monitoring Organizations
12. **OLD BUSINESS**
 - 12.a. Resolution 2024-01: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT WITH WASTE MANAGEMENT, INC. OF FLORIDA FOR BULK WASTE AND CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL SERVICES FOR A ONE-YEAR TERM; WAIVING THE REQUIREMENTS FOR COMPETITIVE SOLICITATION SET FORTH IN THE PURCHASING MANUAL; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND FOR AN EFFECTIVE DATE.

- 12.b.** Resolution 2024-02: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH WASTE CONNECTIONS OF FLORIDA FOR SOLID WASTE DISPOSAL SERVICES FOR A THREE-YEAR TERM; WAIVING THE REQUIREMENTS FOR COMPETITIVE SOLICITATION SET FORTH IN THE PURCHASING MANUAL; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND FOR AN EFFECTIVE DATE.

13. NEW BUSINESS

- 13.a.** Resolution 2024-03: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE TERMINATION OF MEMORANDUM OF POST CLOSING PAYMENTS FOR THE REAL PROPERTY LOCATED AT 4312 N. OCEAN DRIVE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE TERMINATION AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.
- 13.b.** Resolution 2024-04: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN LINDA CONNORS AND THE TOWN, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.
- 13.c.** Special Event Application: A1A Marathon, February 18, 2024

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

- 15.a.** ORDINANCE 2024-01: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING ARTICLE I "IN GENERAL," SECTION 17-14 "PERSONS WHO MAY USE TENNIS COURTS; ACCESS TO TENNIS COURTS; ISSUANCE OF KEYS; FEES" OF CHAPTER 17 "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," TO CLARIFY THE TOWN HAS A PICKLEBALL COURT AND TO INCORPORATE THE TOWN'S TENNIS/PICKLEBALL COURT RULES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

16. ORDINANCES 2nd Reading

- 16.a.** Ordinance 2023-07- AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS," ARTICLE I "IN GENERAL," SECTION 30-11 "DEFINITIONS" AND ARTICLE V "ZONING," SECTION 30-311 "BOATS, BOAT LIFTS, BOATHOUSES, MOORING, AND DOCKING" AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

17. RESOLUTIONS – PUBLIC COMMENTS

- 17.a.** Resolution 2024-05: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING THE 2023/2024 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A", AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2023/2024 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR

CONFLICTS AND AN EFFECTIVE DATE.

- 17.b.** Resolution 2024-06 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING A DECLARATION THAT THE PROVISIONS OF SECTION 112.144(1)(d), FLORIDA STATUTES, THAT REQUIRE MUNICIPAL ELECTED OFFICIALS TO FILE FORM 6 FINANCIAL DISCLOSURE FORMS IS UNCONSTITUTIONAL AND INVALID, PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

18. QUASI JUDICIAL PUBLIC HEARINGS

19. ADJOURNMENT

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

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

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

PROCEDURES FOR PUBLIC COMMENTS:

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

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

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

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

INVOCATION:

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



Agenda Item No: 7.a.

Town Commission Agenda Item Report

Meeting Date: January 23, 2024

Submitted By: William Wesolowski, Captain, Broward County Sheriff's Office

Submitting Department: Administration

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO December 2023 Public Safety Report

Explanation: BSO December 2023 report prepared by Captain William Wesolowski.

Recommendation: Accept/Approve

Exhibits:

1. BSO December 2023 Report



Date: January 2, 2024

To: Linda Connors
Town Manager

From: Captain William Wesolowski
Commander, Lauderdale by the Sea District

Subject: BSO Public Safety Report- December 2023

PERSONNEL CHANGES:

Captain Thomas Palmer was promoted to the rank of Major effective December 30, 2023. Major Palmer transferred from the Lauderdale by the Sea District to the Broward Sheriff's Office County Critical Infrastructure.

Lieutenant William Wesolowski was promoted to the rank of Captain effective December 30, 2023. Captain Wesolowski will remain in the Lauderdale by the Sea District as the District Commander.

Sergeant Christopher Sutter was promoted to the rank of Lieutenant effective December 30, 2023. Lieutenant Sutter transferred into the Lauderdale by the Sea District from the Broward Sheriff's Office Internal Affairs Division. Lieutenant Sutter will serve as the Lauderdale by the Sea District Executive Officer.

Deputy Eddy Hernandez was promoted to the rank of Sergeant effective December 30, 2023. Sergeant Hernandez was transferred from the Lauderdale by the Sea District to the Broward Sheriff's Office Dania Beach District.

Deputy Joao Claudio Reis transferred from the International Airport to the Lauderdale by the Sea District effective December 2, 2023.

Deputy Christopher Krickovich was transferred from the Lauderdale by the Sea District to the Oakland Park District effective December 16, 2023.

EMPLOYEE OF THE MONTH: Deputy Christopher Krickovich

On October 23, 2023, at 1650 hrs, Victim Robert Wince reported his Aventon Sinch2 electric bicycle (\$1,500.00 value) had been stolen from the Costa Del Sol resort, located at 4220 El Mar Drive. The theft was witnessed by a resort employee, who saw an unidentified black or possibly Hispanic male cut the lock securing the bicycle to another and then ride away, dropping a pair of bolt cutters at the scene. Video surveillance cameras did not record the exact location of the theft;

however, the tall male with a protruding abdomen and a mustache/long goatee, and distinctive arm tattoo was recorded riding away from the resort. It should be noted that Deputy Krickovich was on-scene, as a back-up deputy, and viewed the surveillance recordings as well.

Detective Genovese responded to the scene and retrieved the video to begin the investigation. He later created and distributed a "Need to Identify" alert flyer containing a description of the crime and still photos of the offender.

On November 6, 2023, fourteen days after the theft, Deputy Krickovich was patrolling the town center business area and observed a suspect closely matching that of the suspect he had viewed on surveillance video the day of the crime. He then conducted a consensual encounter with the suspect on the beach area east of 1 Commercial Blvd. The suspect identified himself as Jorge Omar Perez. Deputy Krickovich observed handles protruding from Perez' backpack and asked what they were. Perez responded, confirming they were in fact bolt cutters.

Deputy Krickovich immediately contacted Detective Genovese, who responded to the scene. After a brief consensual conversation, Detective Genovese displayed surveillance photos of the crime. Suspect Perez' demeanor and body language immediately changed, with his posture slumping and voice much less audible. Perez then spontaneously asked, "Still going to jail?" Detective Genovese then asked, "If they could talk?" Perez agreed and was transported to the BSO LBTS offices, where he repeatedly attempted to 'make a deal for leniency' in exchange for potential unrelated information. Perez was eventually arrested and charged with Grand Theft. He was later additionally charged with Violation of Probation for a prior case of Aggravated Assault with a Deadly Weapon. Perez has an extensive criminal history of prior arrests for Aggravated Battery w/ Deadly Weapon, Robbery, Battery, Burglary Dwelling, Grand Theft Auto, Possession of Stolen Property and Burglary Tools, and Driving While License Suspended.

As a result of his actions, a prolific criminal was removed from the LBTS community and remains in jail to this day, awaiting trial. For his professionalism, proactive dedication to duty, and attention to detail, Deputy Krickovich was awarded Deputy of the Month for December 2023.

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

- **Elder Links:** This program offers referral services to elderly residents and other senior citizens in need of medical and mental health care, meal delivery or other social services.
- **Business and Residential Security Surveys:** The Business and Residential Security Survey program teaches participants to secure their business, home or condominium to reduce the likelihood of burglary and theft. Security surveys, conducted by a certified law enforcement security specialist, are provided upon request, at no charge to the business owner or resident.
- **Vacation House Watch Program:** Residents who are traveling out-of-town may register for this program. Deputies will conduct periodic checks of their residence until their return.

- **Neighborhood Crime Prevention Program:** The Neighborhood Crime Prevention program liaison organizes and conducts crime prevention and security seminars at the request of neighborhood civic and condominium associations. We will also help facilitate any Neighborhood Crime Watch programs in which the residents wish to participate.
- **Identity Theft and Scam Prevention Program:** The Identity Theft and Scam Prevention program is designed to inform residents about identity theft and how to lessen their chances of becoming a victim of a scam. Residents are informed on the importance of shredding documents, awareness of suspicious individuals, protection of passwords and use of caution in revealing information. Our Shred-A-Thon to reduce identity theft event is incorporated into this program.
- **Enhanced Marine Law Enforcement Patrol Program:** The BSO Marine Patrol Unit participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdale-by-the-Sea. This grant allows for additional maritime patrols throughout the Town's waterways and adjacent ocean area.
- **Citizen Observer Patrol (COP) Program:** COP volunteers are local residents who receive public safety training. They are a tremendous asset to the Town of Lauderdale-by-the-Sea. COP members alternate assisting in administrative duties or patrolling local neighborhoods as an extra pair of eyes and ears to supplement deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.
- **Sexual Offender Tracking Program:** There are **no** individuals legally classified as a sexual offender residing within Town limits. The sex offender database is routinely checked by BSO to ensure compliance with State of Florida legal mandates. Existing municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within Town limits.
- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. Deputies conducted 4 hrs. of bike patrol.
- **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 140 miles and 20 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. Ten (10) individuals were experiencing mental health crises and were Baker Acted. Five (5) individuals experiencing homelessness were contacted during this period. All individuals refused services and two were trespassed from commercial establishments.

- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. *See Notable Incidents/Arrests below.*
- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website @ www.sheriff.org.
- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.
- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.
- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Palmer and Lieutenant Wesolowski to provide information to the public via social media. Follow us **@BSOLBTS**.

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

Christmas by the Sea: On Wednesday, December 6, 2023, the Town of Lauderdale by the Sea hosted the annual Christmas by the Sea event in Anglin's Square. BSO LBTS assisted with road closures and crowd control for the event. Sheriff Tony, Colonel Ahmed, Col. Holmes, Major Adkins, Major Irwin, Captain Palmer, and Lieutenant Wesolowski attended the event. An additional 20 deputies and Citizen Observer Patrol personnel assisted with the event at no cost to the town.

Chanukah Festival: On December 10, 2023, BSO LBTS personnel assisted with the annual Chabad by the Sea Chanukah Festival and Menorah Lighting Ceremony held in Connie Hoffman Plaza. Captain Palmer and Lieutenant Wesolowski attended the event.

Winterfest Boat Parade: This year's Winterfest Boat Parade was cancelled due to poor weather conditions.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2311-000 (Dep Swadkins/Det Koos) UPDATE

DATE/TIME: 11/25/23 @ 1334 hrs

LOCATION: 1 Commercial Blvd (Aruba)

SUSPECT: Unknown

VICTIM: Paulina Lopresti W/F 11/10/1990

VEHICLE: N/A

INCIDENT: Theft/Credit Card Fraud

SUMMARY: Lopresti left her credit card with the bartender at Aruba to secure her tab. She later went home and forgot the card, which was placed into lost/found. When Lopresti came back to retrieve the card it was no longer in the lost and found bin, and numerous staff had access to the area. Chase Bank advised two unauthorized charges had been made at the Publix in SRL for \$128.97, and a second at a Marathon gas station in Fort Lauderdale for \$16.47.

This case was assigned to Det Koos, who obtained video surveillance footage from the SRL Publix, which recorded Aruba prep-cook Marcelyn Dieujuste (wearing his Aruba uniform) purchasing the groceries the morning the card went missing. Dieujuste's identity was confirmed by Aruba management. Det Koos learned Dieujuste had an open case with BSO Oakland Park detectives in which his cellphone had been stolen. Det Koos contacted D-12 detectives, who falsely arranged for Dieujuste to respond to the D-12 station on 12/1/23 to 'retrieve his recovered phone.' Prior to the meeting, the victim confirmed she had suffered no financial loss and insisted on refusing to pursue prosecution. At 0900, Det Koos met Dieujuste at the D-12 offices and obtained his confession to the crimes. Dieujuste was fired from Aruba. Case Exceptionally Cleared.

CASE: 13-2312-000027 (Dep Swadkins)

DATE/TIME: 12/02/23 @ 1242 hrs

LOCATION: 263 -2 Commercial Blvd (Body Therapy)

ARRESTEE: Aaron Louis B/M 11/14/99

VICTIM: Jonathan Colnaghi W/M 10/4/83

OTHER: Kyionna Janvier B/F

OTHER: Melody Sun A/F 06/1586

VEHICLE: N/A

INCIDENT: Aggravated Assault Deadly Weapon / Warrant Arrest

SUMMARY: Jonathan Colnaghi called 911 to report a B/M armed with a hatchet was causing a disturbance at Body Therapy 263-2 Commercial Blvd. Dep Swadkins responded and detained the suspect at gunpoint. Investigation determined suspect Aaron Louis was traveling on Commercial Blvd and arguing with his girlfriend, Kyionna Janvier, who exited the vehicle and walked into the nearby plaza. Louis continued W/B and then drove into the plaza searching for Janvier, who had entered the Body Therapy business. Louis briefly entered the business and continued the argument, but left when confronted by business owner Melody Sun, who phoned her fiancé' Colnaghi stating she was afraid. Colnaghi responded to the business, armed with his CCW pistol, but Louis had walked away. While inside the business with his wife and newborn child, Colnaghi observed Louis return, armed with a small hatchet he had retrieved from camping supplies within Janvier's vehicle. Louis then partially pulled the glass door to the business ajar, while Colnaghi shouted for him to leave and that he 'would not allow him inside where his family was located. Louis then raised the hatchet in a threatening manner, which caused Colnaghi to display his pistol. Louis realized the gravity of the situation and walked back to the vehicle, where he was confronted and detained by Dep Swadkins. Colnaghi and Sun provided sworn statements refusing to prosecute Louis for the Aggravated Assault. Louis was arrested for an outstanding

misdemeanor warrant and TOT the main jail.

CASE: 13-2312-000043
DATE/TIME: 12/03/23
LOCATION: 276 Commercial Benihanas
VICTIM: Xiomara Charles B/F 02/05/94
SUSPECT: Kinca Lowe B/F 07/09/92
INCIDENT: Simple Battery

SUMMARY: Deputies responded to a disturbance at Benihanas located at 276 Commercial Blvd. Xiomara Charles who is a server at the restaurant stated she dropped drinks off to a table. She said two people at the table did not like the drinks. Xiomara said she was trying to inquire what was wrong with the drinks, when Kinca Lowe stood up and pushed her stating, "you ain't talking to my mother that way!". Xiomara stated she walked away. Kinca stated Xiomara was very rude and disrespectful to the entire table. Kinca said she stood up and pointed in Xiomara's face. Kinca said she did not touch her in any way. At that point other employees got between Xiomara and Kinca. Kinca's party left the restaurant. Cameras did not catch the incident and no independent witnesses to the incident. Both were given case cards and explained the misdemeanor case filing procedure.

CASE: 13-2312-000070 (Deputy Suarez)
DATE/TIME: 12/04/2023 @ 2042 hrs.
LOCATION: 4439 W Trade Winds Av
VEHICLE: 2021 Piag Vesta Yellow Scooter, FL Tag MUZ28
INCIDENT: Delayed – Stolen Scooter

SUMMARY: Dispatched to above location reference a stolen scooter, Investigation revealed the above listed scooter was stolen by unknown means sometime between Saturday, December 2, 2023 (1200 hrs) and Sunday, December 3rd, 2023 (0900 hrs) The scooter was recovered in Ft. Lauderdale and photographs of the subject were distributed.

CASE: 13-2312-00108 (Dep Yates)
DATE/TIME: 12/06/2023 @ 1351 HRS
LOCATION: 4319 N Ocean Drive – Walgreens
INCIDENT: Retail Theft - BSO Waiver Signed
VICTIM: Walgreens
SUSPECT: Omarie King, BM 07/27/2002

SUMMARY: DLE was dispatched to the Walgreens reference a retail theft that just occurred. Det Koos also responded and while searching the area located the subject. Dep Yates conducted a show-up with a positive ID of the subject. Walgreens management decided not to press criminal charges (<\$6.00) and signed a BSO waiver of prosecution. The subject was also reported as missing from BSO Oakland Park and removed from the system (13-2312-000110). Case Exceptionally Cleared.

CASE: 13-2312-000185 (Dep. Hernandez)
DATE/TIME: 12/08/23 @ 2126Hrs
LOCATION: 4305 Bougainvillea Dr (1301 Zone)
SUSPECT: Unknown Suspect
VICTIM: W/M Willaim Krebs 01/10/80
VEHICLE: Gotrax Apex Pro (Black Electric Scooter)
INCIDENT: Theft

SUMMARY: An unknown suspect removed an electric scooter from in front of a residence between 2115-2125 Hrs. A white male (between 25-35 years old) with a light-colored button-down

shirt and jeans was captured on surveillance walking around the area around the time of the theft but the actual theft was not captured on surveillance. The scooter was described as a black Gotrax Apex PRO commuting scooter valued at \$350.

CASE: 13-2312-000224
DATE/TIME: 12/10/23 1545
LOCATION: 1612 Bel Air Ave
VICTIM: Introini, Andy W/M 11/2/85
VEHICLE: 2019 Mercedes AMG black 2-door coupe FL TAG LATT81
SUSPECTS: 2 X B/M with black clothes and masks
INCIDENT: Burglary Conveyance (**Key fob left inside**)
SUMMARY: Victim stated the key fob was in the center console. Next door neighbor juvenile saw an unidentified B/M enter the vehicle. B/M then exited the AMG and entered a waiting small silver vehicle (Honda or Toyota) and fled in an unknown direction.

CASE: 13-2312-000282 (Deputy Garner)
DATE/TIME: 12/12/2023 @ 2125hrs
LOCATION: 247 Imperial Ln
SUSPECT: Unknown
VICTIM: Gregg Lambert W/M (2/7/67)
VEHICLE: 2020 White Ford F150 Shelby Edition, FL BV46AE
INCIDENT: Burglary Conveyance
SUMMARY: On 12/12/2023 at approximately 2125hrs, an unknown subject got out of the back seat of a dark in color 4 door sedan and entered the victim's 2020 white Ford F150 Shelby edition. The subject was seen by the owner almost immediately and once confronted, ran back to the getaway vehicle which then fled the scene. No items reported stolen at this time. No forced entry. Vehicle processed. Camera footage of possible suspect vehicle submitted into evidence. Sworn tape statement submitted into evidence.

CASE: 13-2312-000290 (Deputy Suarez)
DATE/TIME: 12/13/2023 @ 0341 hrs
LOCATION: 4609 N OCEAN DR #14
SUSPECT: Selena Jasmine Reinoso (W/F, DOB: 7/2/1999)
VICTIM: Curtis Urban Renie (W/M, DOB: 10/31/1972)
VEHICLE: N/A
INCIDENT: Domestic Battery (Arrest)
SUMMARY: Contact was made with Mr. Curtis Urban Renie (victim) who was bleeding from the chin area. Mr. Renie stated that Ms. Selena Jasmine Reinoso (arrestee) pushed him twice while he was in front of the door causing him to fall and hit the tv stand. The fall caused him to receive an approximate half inch chin laceration. Pompano Rescue (Run# 27854) responded and treated Mr. Reinoso on the scene. He refused transport for further treatment. Victim's son stated that his father and Ms. Reinoso had been arguing during the night. She went ahead and went outside to sleep. His father then locked the doors and once Ms. Reinoso decided to come back inside, she started pounding on the doors and his father went to unlock it. Once the door was unlocked, she came in and forcefully pushed him as she was entering the residence which caused him to fall and hit the tv stand. Ms. Reinoso was arrested for Domestic Battery and transported to the Broward County Sheriff's Office Main Jail.

CASE: 13-2312-000372 (Deputy Roach)
DATE/TIME: 12/16/23 @ 1950 HRS
LOCATION: 4321 N Ocean Drive (Walgreens)
SUSPECT: Unknown BM
VICTIM: Walgreens
INCIDENT: Retail Theft
SUMMARY: On 12/16/23 at 1950 HRS Deputies were dispatched to 4321 N Ocean Drive Lauderdale by the Sea in reference to a delayed Retail Theft call. Further Investigation revealed unknown black male subject entered the store at approximately 7:40 PM. The subject subsequently removed 2 bottles of Reposado Tequila from the store without making payment. Subject was last seen on foot heading towards Bougainville Drive. Subject was wearing a black jacket with white graphics on it. He had on a black knit hat, 160 pound, 5-7, unshaven and 30 to 40 years of age.

CASE: 13-2312-000378 (Dep Hopkins)
DATE/TIME: 12/17/23 @ 0900 Hrs.
LOCATION: 1900 S Ocean Unit 2R
SUSPECT: B/F 20-30 y/o 5ft 120, thin build, long black hair.
VICTIMS: John Emiliani W/M DOB 3/21/68-----Mark Smith W/M DOB 12/7/67
INCIDENT: Theft, Grand
SUMMARY: On 12/16/23 at approximately 1800 hours the victims arrived at the Hard Rock Casino. While there they were both approached by a black female. At some point the B/F invited them to a club located on the casino property where the B/F served them both drinks. Both victims remember asking the B/F to drive them home in their rental car and remember arriving at the condo at approx. 0140 hours and going to their room with the B/F. Both victims don't remember anything after that. At approximately 0500 hours this morning they woke up and the following property was missing from their condominium. (V-1)iPhone 15 Pro Max \$1,600, Rolex Presidential 40MM white gold \$46,000, (V-2) \$2000 cash, PA Driver license \$10 Both (V-1) & (V-2) are here on vacation and uncooperative.

CASE: 13-2312-000384
DATE/TIME: 12/17/23 1430
LOCATION: 4321 N. Ocean Dr Walgreens
VICTIM: Walgreen's Inc.
SUSPECT: 2 Adult B/M, 1 Adult B/F
VEHICLE: 2022 red Honda CRV FL tag 61DGLW
INCIDENT: Theft, Retail
SUMMARY: B/F entered the Walgreen's and began a distraction theft by placing a \$100 bill on the counter and began to ask the clerk numerous questions. 2 B/Ms then entered the store with large canvas bags, went to the vodka isle and stole 10 bottles of Absolute vodka value \$255. When confronted all three fled the area in a red 2022 Honda CRV (FL tag 61DGLW). Canvass of the area and LPR tracking unsuccessful. Counterfeit \$100 bill seized and placed into evidence. Investigation continuing.

CASE: 13-2312-000406
DATE/TIME: 12/18/23 1500 hrs
LOCATION: 1500 S Ocean Blvd
VICTIM: Carmen Anton
SUSPECT: 3 Black males in Gray Kia
INCIDENT: Suspicious Incident (Dep Yates)

SUMMARY: Anton advised of an attempted theft of her 2024 BMW X6. Subjects pulled up next to her vehicle in parking lot and used an electronic device to unlock it and open the sunroof. They were scared away by the building's maintenance man. Vehicle never physically touched or entered. Tag on Kia not seen. No video of incident. Possible subject vehicle identified by detectives. Investigation continuing with other BSO assets.

CASE: 13-2312-000490 (Dep Bickel)
DATE/TIME: 12/22/23 @ 1630 hrs
LOCATION: 4209-4215 Seagrape Dr
SUSPECT: Deliscia T'Lara Glenn B/F 09/08/1997
VICTIM: SOF
VEHICLE: N/A
INCIDENT: Trespassing-Resisting W/O Violence Arrest

SUMMARY: Deputies responded to the residence in reference to a trespassing in which a female from a cleaning service entered a seasonal rental apartment and discovered a black female who was living inside illegally. Contact was made with the suspect, who refused to cooperate with commands or identify herself. She eventually provided a false ID of Erin Peoples (9/10/97); however, records checks produced no information for her. A search of the apartment revealed she had been living there for several days with dirty dishes, trash, and food left throughout. During the initial encounter, the suspect continued to be belligerent and uncooperative. A physical struggle ensued in which the suspect refused to obey commands or comply with being handcuffed by actively resisting. Eventually she was cuffed and placed in a patrol car. As a result of the use of force, Dep Bickel's suffered bruises/abrasions to both knees and he sprained his right wrist. A fingerprint scanner was brought to the scene and the suspect eventually identified as Deliscia T'Lara Glenn (9/8/97). She was charged with Trespassing and Resisting w/o Violence/Obstruction and TOT main jail by Alpha shift.

CASE: 13-2312-000519
DATE/TIME: 12/24/23 @ 1130hrs.
LOCATION: 6002 N. Ocean Blvd. (Sea Watch)
SUBJECT: Unk
VICTIM: Linda La Rosa WF 7-30-48
INCIDENT: Petit Theft

SUMMARY: Victim was eating at Sea Watch with friends when she walked away from her table to take a photograph. When the victim returned she noticed her cell phone missing. Staff indicated that they had not removed the phone. The phone last pinged at the assisted living facility located 1371 S. Ocean Blvd. in Pompano. No video or witnesses.

MONTHLY ARREST LOGS:

M	Touch or Strike/Battery/Domestic Violence	4605	N Ocean Dr
M	Touch or Strike/Battery/Domestic Violence	4309	N Ocean Dr
M	Trespassing-Structure & Resist Arrest W/O Violence	4215	Seagrape Dr
M	Trespassing-After Warning, Structure or Conveyance	4345	El Mar Dr
M	Warrant-Trespassing	263	Commercial Blvd
M	Writ of Arrest/Civil Commitment	4201	N Ocean Dr
F	Grand Theft Auto x3 & Warrant-Grand Theft	4117	Bougainvilla Dr

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2022 YTD	2023 YTD
AUTO THEFT	2	4	11	20
BURGLARY-BUSINESS	0	0	1	3
BURGLARY-CONVEYANCE	2	0	9	20
BURGLARY-RESIDENCE	0	0	9	6
BURGLARY-STRUCTURE	0	0	1	1
FORCIBLE SEX	0	0	0	0
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	1	0	2	6
HOMICIDE	0	0	0	0
ROBBERY	0	0	2	0
THEFT-GRAND	1	0	28	28
THEFT-PETIT	5	3	50	40
TOTALS	11	7	113	124

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	27
COP Hours Worked - Month	92
COP Patrol Miles - Month	148
COP Hours Worked - YTD	1118
COP Patrol Miles - YTD	1977

COP Bike Patrol Hours - Month	0
COP Bike Patrol Hours - YTD	46

COP Beach Patrol Hours – Month	0
COP Beach Patrol Hours - YTD	126

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

	Month	2023 YTD
Reserve Deputy - Days Worked	7	62
Reserve Deputy - Hours Worked	54	509

MONTHLY STAFFING AND STATISTICAL REPORT:

The December 2023 Monthly Staffing and Statistical Report is attached.



**MONTHLY STAFFING AND STATISTICAL REPORT
LAUDERDALE-BY-THE-SEA DISTRICT**

December 31, 2023

CURRENT STAFFING ALLOCATIONS

Position	Budgeted Positions	Actual Positions	Vacant Positions
District Chief	1	1	
Executive Lieutenant	1	1	
Sergeant	4	4	
Deputy Sheriff	19	18	1
Community Service Aide	1	1	
Administrative Specialist	1	1	
Clerical Specialist (P/T)	1	1	
TOTAL	28	27	

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
Deputy Claudio Reis	16605	Assigned	Transferred in from FLL Airport (D3)
Deputy Eric Boyian	17422	Assigned	Transferred in from Pompano Beach (D11)
Sgt. Christopher Sutter	14701	Promoted and Assigned	LBTS (D13) new Lieutenant / Transferred in from IA
Lt. William Wesolowski	9392	Promoted	LBTS (D13) new Captain
Deputy Eddy Hernandez	16994	Promoted and Transferred Out	Sergeant / Assigned to Dania Beach (D2)
Captain Thomas Palmer	8217	Promoted and Transferred Out	Major / Assigned to the PSB (County Critical Infrastructure)
Deputy Scott Klier	14806	FMLA	New Born
Sgt. Brian Nicoletti	13550	SL	Surgery

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
Deputy Michael Kratz	11289	Walmart (2500 W Broward Blvd.)	Shop with the Sheriff Event	4
TOTAL				4



Lauderdale by the Sea Monthly Activity December 2023

Reports/Calls		Traffic	
Miscellaneous Service		Types of Citation	
Event Reports	47	Non-Moving / Moving Citation	98
Accidents	12	Parking	0
Calls for Service	656	Warnings	175
		Total Citations	273
Arrests		Time Worked	
Type of Arrest		Hours Worked	
Felony	1	Bike Patrol	4.00
Misdemeanor	6	Court Overtime	9
NTA	0	Training Hours	57
Warrant	0	Detached	4
DUI (Misdemeanor)	0	Other Overtime	98
NIC (Felony)	0	Days Worked	31
NIC (Misdemeanor)	0		
DV (Felony)	0		
DV (Misd.)	0		
Total Arrests	7		
General		Narrative	
FI	10	ATV/UTV: 140 Miles / 20 Hours Reserve Deputies worked 7 shifts (53.5 hrs)	
Truant	0		
Truant Debriefed	0		
Elder Link	0		



Agenda Item No: 7.b.

Town Commission Agenda Item Report

Meeting Date: January 23, 2024

Submitted By: Ashley Zalewski, Fire Inspector Ashley Zalewski

Submitting Department: Administration

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: PBFD December 2023 Public Safety Report

Explanation: PBFD December 2023 report prepared by Fire Inspector Ashley Zalewski.

Recommendation: Accept/Approve

Exhibits:

1. PBFR December 2023 Report



POMPANO BEACH
FIRE RESCUE
Bureau of Fire Prevention

100 West Atlantic
Boulevard Room 220
Pompano Beach, FL
33060 Office
954•786•4695
Fax 954•786•4328

TO: LINDA CONNORS, TOWN MANAGER

FROM: ASHLEY ZALEWSKI

SUBJECT: PBFR PUBLIC SAFETY REPORT – DECEMBER 2023

CC: PETE MCGINNIS

Below are the resident complaints for the month of December: 0

Below are the public education events that were held during the month of December:

- Community Event- **1- Christmas by the Sea**

The total number of participants for the public education events held this month is **1**.

Plan Reviews and Fees:

Plans Examiner Zalewski reports the below statistical data for the month of December:

Type	Amount/Number
Plans Reviewed	8
Square Footage	8,273
Plan Review Revision Fee	\$75.00
Fire/Rescue Fee	\$0.00
Total Project Cost	\$203,750.00
PBFR Plan Review Fee	\$1,192.50
PBFR Tech Fee	\$23.85
New Constructions	11
Meetings	2

Plan Type	Plans Reviewed
30- Apartments	6
38- Business	1
90- Site Plan	1
Grand Total	8

Complaints & Notice of Violation:

Plans Examiner Zalewski reports that Complaints for the month of December:

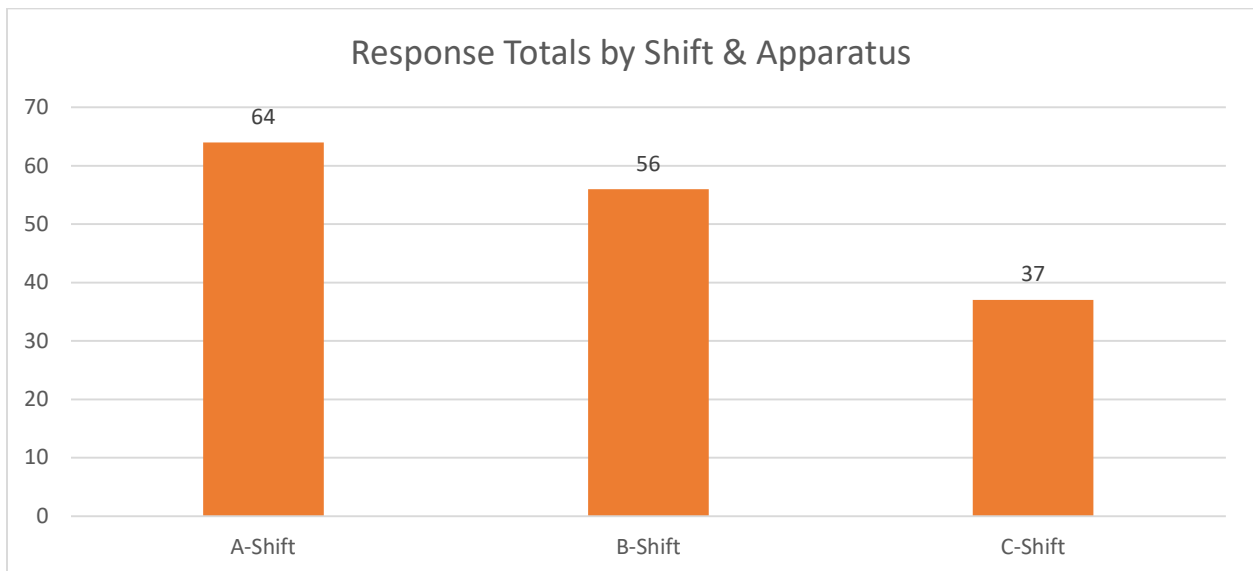
	Assigned	On Going	Completed
12/01/2023 through 12/31/23	0	1	0

Below are the Fire Incidents for the Month of December 2023.

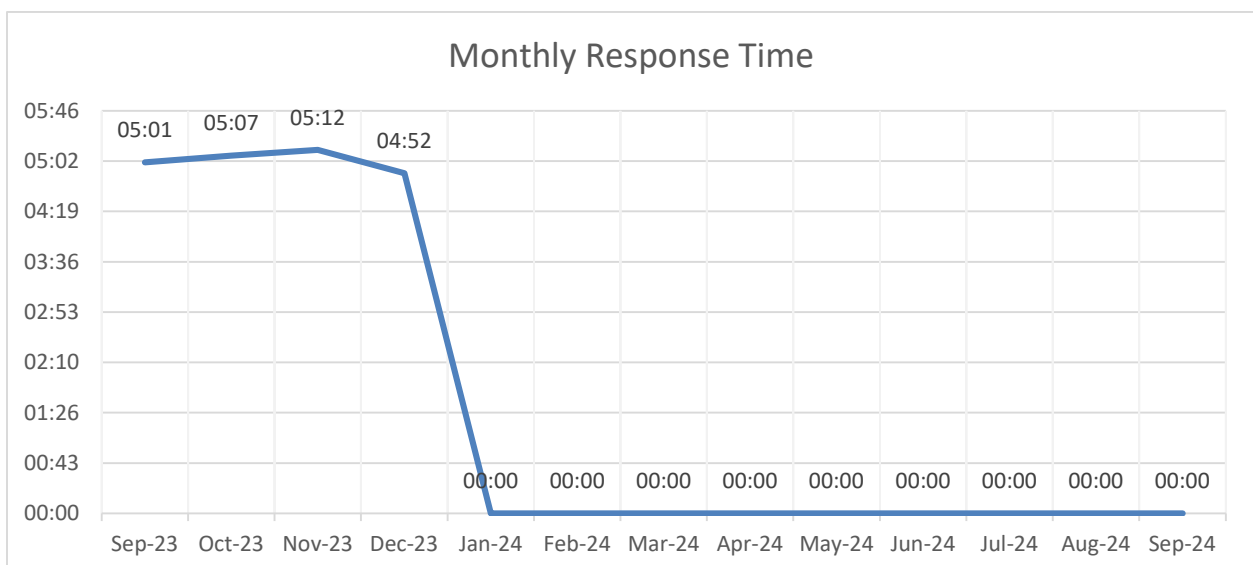
Part III- Breakdown of Fires (Incident Type 110-129)

Structure Fires	Estimated Property Loss	Civilian Casualty	Civilian Deaths	Total
Structure Fires	Estimated Property Loss	Civilian Casualty	Civilian Deaths	Total
02 - Residential - Apartments	\$0.00	0	0	0
04 - Other Residential	\$0.00	0	0	0
06 - Public Assembly	\$0.00	0	0	0
09 - Stores and Offices	\$0.00	0	0	0
	Total Loss \$0.00			0

PBFR Operational Statistics:



There are 3 shifts that work from 7:30a-7:30a. We have a 24 hr shift schedule.



Monthly Response Time Chart is an average of response times from time of dispatch to arrival

on scene.

Station 12	A-Shift	R12	12/1/23 8:28 AM	12/1/23 8:33 AM	EMS call, excluding vehicle accident with injury	0:04:46
Station 12	A-Shift	E12	12/1/23 11:42 AM	12/1/23 11:46 AM	Detector activation, no fire - unintentional	0:03:25
Station 12	A-Shift	R12	12/1/23 12:21 PM	12/1/23 12:25 PM	EMS call, excluding vehicle accident with injury	0:04:04
Station 12	A-Shift	E12	12/1/23 12:27 PM	12/1/23 12:30 PM	EMS call, excluding vehicle accident with injury	0:03:20
Station 12	A-Shift	R12	12/1/23 3:54 PM	12/1/23 3:59 PM	EMS call, excluding vehicle accident with injury	0:04:38
Station 12	B-Shift	E12	12/2/23 10:50 AM	12/2/23 10:56 AM	Alarm system activation, no fire - unintentional	0:06:03
Station 12	B-Shift	E12	12/2/23 3:56 PM	12/2/23 4:00 PM	Removal of victim(s) from stalled elevator	0:03:35
Station 12	B-Shift	R12	12/2/23 11:43 PM	12/2/23 11:50 PM	EMS call, excluding vehicle accident with injury	0:06:29
Station 12	C-Shift	R12	12/3/23 6:47 AM	12/3/23 6:53 AM	EMS call, excluding vehicle accident with injury	0:05:32
Station 12	C-Shift	R12	12/3/23 9:31 AM	12/3/23 9:36 AM	EMS call, excluding vehicle accident with injury	0:04:53
Station 12	C-Shift	R12	12/3/23 6:03 PM	12/3/23 6:08 PM	EMS call, excluding vehicle accident with injury	0:05:19
Station 12	C-Shift	E12	12/4/23 5:30 AM	12/4/23 5:36 AM	Sprinkler activation, no fire - unintentional	0:05:53
Station 12	A-Shift	E12	12/4/23 9:36 AM	12/4/23 9:38 AM	Alarm system activation, no fire - unintentional	0:02:39
Station 12	A-Shift	E12	12/4/23 7:15 PM	12/4/23 7:23 PM	Assist invalid	0:08:05
Station 12	A-Shift	E12	12/4/23 7:29 PM	12/4/23 7:32 PM	Removal of victim(s) from stalled elevator	0:02:52
Station 12	A-Shift	R12	12/4/23 10:21 PM	12/4/23 10:26 PM	EMS call, excluding vehicle accident with injury	0:04:04
Station 12	B-Shift	E12	12/5/23 9:00 AM	12/5/23 9:04 AM	System malfunction, other	0:03:17

Station 12	B-Shift	R12	12/5/23 10:05 AM	12/5/23 10:12 AM	EMS call, excluding vehicle accident with injury	0:06:51
Station 12	B-Shift	E12	12/5/23 10:06 AM	12/5/23 10:10 AM	EMS call, excluding vehicle accident with injury	0:03:46
Station 12	B-Shift	R12	12/5/23 3:25 PM	12/5/23 3:32 PM	EMS call, excluding vehicle accident with injury	0:06:55
Station 12	B-Shift	R12	12/5/23 6:43 PM	12/5/23 6:48 PM	EMS call, excluding vehicle accident with injury	0:05:47
Station 12	B-Shift	E12	12/5/23 7:07 PM	12/5/23 7:11 PM	EMS call, excluding vehicle accident with injury	0:03:53
Station 12	B-Shift	E12	12/5/23 11:06 PM	12/5/23 11:15 PM	Public service	0:09:05
Station 12	C-Shift	R12	12/6/23 9:24 AM	12/6/23 9:29 AM	EMS call, excluding vehicle accident with injury	0:04:55
Station 12	C-Shift	R12	12/6/23 3:08 PM	12/6/23 3:13 PM	Motor vehicle accident with injuries	0:04:45
Station 12	C-Shift	R12	12/6/23 6:48 PM	12/6/23 6:48 PM	EMS call, excluding vehicle accident with injury	0:00:07
Station 12	C-Shift	R12	12/6/23 9:13 PM	12/6/23 9:18 PM	EMS call, excluding vehicle accident with injury	0:04:22
Station 12	C-Shift	E12	12/6/23 9:43 PM	12/6/23 9:48 PM	EMS call, excluding vehicle accident with injury	0:05:07
Station 12	C-Shift	R12	12/7/23 2:32 AM	12/7/23 2:36 AM	EMS call, excluding vehicle accident with injury	0:04:24
Station 12	C-Shift	R12	12/7/23 2:32 AM	12/7/23 2:36 AM	EMS call, excluding vehicle accident with injury	0:04:24
Station 12	A-Shift	R12	12/7/23 11:50 AM	12/7/23 11:53 AM	EMS call, excluding vehicle accident with injury	0:02:58
Station 12	A-Shift	R12	12/7/23 12:05 PM	12/7/23 12:06 PM	EMS call, excluding vehicle accident with injury	0:01:26
Station 12	A-Shift	R12	12/7/23 2:06 PM	12/7/23 2:11 PM	EMS call, excluding vehicle accident with injury	0:05:20
Station 12	A-Shift	E12	12/7/23 2:31 PM	12/7/23 2:36 PM	Heat detector activation due to malfunction	0:05:19

Station 12	A-Shift	E12	12/8/23 2:43 AM	12/8/23 2:50 AM	Smoke scare, odor of smoke	0:06:19
Station 12	B-Shift	R12	12/8/23 7:55 AM	12/8/23 7:57 AM	EMS call, excluding vehicle accident with injury	0:02:26
Station 12	B-Shift	R12	12/8/23 12:29 PM	12/8/23 12:34 PM	EMS call, excluding vehicle accident with injury	0:04:40
Station 12	B-Shift	R12	12/8/23 9:24 PM	12/8/23 9:30 PM	EMS call, excluding vehicle accident with injury	0:06:08
Station 12	B-Shift	E12	12/8/23 10:05 PM	12/8/23 10:12 PM	Public service	0:06:44
Station 12	C-Shift	R12	12/9/23 12:35 PM	12/9/23 12:40 PM	EMS call, excluding vehicle accident with injury	0:04:38
Station 12	C-Shift	R12	12/9/23 5:06 PM	12/9/23 5:12 PM	EMS call, excluding vehicle accident with injury	0:06:20
Station 12	A-Shift	R12	12/10/23 7:26 AM	12/10/23 7:31 AM	EMS call, excluding vehicle accident with injury	0:04:38
Station 12	A-Shift	E12	12/10/23 7:35 AM	12/10/23 7:40 AM	Alarm system sounded due to malfunction	0:04:55
Station 12	A-Shift	R12	12/10/23 8:09 AM	12/10/23 8:14 AM	EMS call, excluding vehicle accident with injury	0:05:30
Station 12	A-Shift	E12	12/10/23 8:09 AM	12/10/23 8:13 AM	EMS call, excluding vehicle accident with injury	0:04:21
Station 12	A-Shift	E12	12/10/23 11:06 AM	12/10/23 11:10 AM	Motor vehicle accident with injuries	0:03:32
Station 12	A-Shift	R12	12/10/23 11:06 AM	12/10/23 11:10 AM	Motor vehicle accident with injuries	0:03:12
Station 12	A-Shift	E12	12/10/23 1:06 PM	12/10/23 1:10 PM	EMS call, excluding vehicle accident with injury	0:04:33
Station 12	A-Shift	R12	12/10/23 1:59 PM	12/10/23 2:06 PM	EMS call, excluding vehicle accident with injury	0:06:40
Station 12	A-Shift	E12	12/10/23 2:01 PM	12/10/23 2:01 PM	EMS call, excluding vehicle accident with injury	0:00:06
Station 12	A-Shift	R12	12/10/23 3:29 PM	12/10/23 3:32 PM	EMS call, excluding vehicle accident with injury	0:03:05

Station 12	A-Shift	E12	12/10/23 4:48 PM	12/10/23 4:51 PM	EMS call, excluding vehicle accident with injury	0:02:28
Station 12	A-Shift	R12	12/10/23 4:48 PM	12/10/23 4:51 PM	EMS call, excluding vehicle accident with injury	0:02:28
Station 12	A-Shift	R12	12/10/23 5:37 PM	12/10/23 5:48 PM	EMS call, excluding vehicle accident with injury	0:11:47
Station 12	A-Shift	R12	12/10/23 6:38 PM	12/10/23 6:38 PM	EMS call, excluding vehicle accident with injury	0:00:11
Station 12	A-Shift	E12	12/10/23 7:15 PM	12/10/23 7:20 PM	EMS call, excluding vehicle accident with injury	0:04:53
Station 12	A-Shift	R12	12/10/23 8:13 PM	12/10/23 8:18 PM	EMS call, excluding vehicle accident with injury	0:05:12
Station 12	B-Shift	E12	12/11/23 6:23 PM	12/11/23 6:25 PM	EMS call, excluding vehicle accident with injury	0:02:07
Station 12	B-Shift	R12	12/11/23 9:16 PM	12/11/23 9:20 PM	EMS call, excluding vehicle accident with injury	0:04:29
Station 12	B-Shift	R12	12/12/23 5:53 AM	12/12/23 5:58 AM	EMS call, excluding vehicle accident with injury	0:05:07
Station 12	C-Shift	E12	12/12/23 7:47 AM	12/12/23 7:53 AM	EMS call, excluding vehicle accident with injury	0:05:55
Station 12	C-Shift	E12	12/12/23 5:03 PM	12/12/23 5:09 PM	EMS call, excluding vehicle accident with injury	0:05:56
Station 12	C-Shift	E12	12/13/23 3:43 AM	12/13/23 3:48 AM	EMS call, excluding vehicle accident with injury	0:05:16
Station 12	A-Shift	R12	12/13/23 10:04 AM	12/13/23 10:09 AM	EMS call, excluding vehicle accident with injury	0:05:21
Station 12	A-Shift	E12	12/14/23 12:56 AM	12/14/23 1:05 AM	Alarm system sounded due to malfunction	0:09:05
Station 12	A-Shift	R12	12/14/23 4:17 AM	12/14/23 4:22 AM	EMS call, excluding vehicle accident with injury	0:04:32
Station 12	B-Shift	R12	12/14/23 6:12 PM	12/14/23 6:18 PM	Motor vehicle accident with injuries	0:06:02
Station 12	B-Shift	E12	12/14/23 6:11 PM	12/14/23 6:14 PM	Motor vehicle accident with injuries	0:02:46
Station 12	C-Shift	E12	12/15/23 3:18 PM	12/15/23 3:23 PM	EMS call, excluding vehicle accident with injury	0:05:28

Station 12	C-Shift	R12	12/15/23 3:18 PM	12/15/23 3:22 PM	EMS call, excluding vehicle accident with injury	0:04:48
Station 12	C-Shift	R12	12/15/23 6:59 PM	12/15/23 7:01 PM	EMS call, excluding vehicle accident with injury	0:02:24
Station 12	C-Shift	R12	12/15/23 9:45 PM	12/15/23 9:51 PM	EMS call, excluding vehicle accident with injury	0:05:47
Station 12	C-Shift	R12	12/15/23 11:13 PM	12/15/23 11:17 PM	EMS call, excluding vehicle accident with injury	0:04:23
Station 12	C-Shift	R12	12/15/23 11:50 PM	12/15/23 11:54 PM	EMS call, excluding vehicle accident with injury	0:03:08
Station 12	C-Shift	R12	12/16/23 6:00 AM	12/16/23 6:05 AM	Arcing, shorted electrical equipment	0:04:08
Station 12	C-Shift	E12	12/16/23 6:00 AM	12/16/23 6:04 AM	Arcing, shorted electrical equipment	0:03:59
Station 12	C-Shift	E12	12/16/23 6:00 AM	12/16/23 6:04 AM	Arcing, shorted electrical equipment	0:03:59
Station 12	C-Shift	R12	12/16/23 6:00 AM	12/16/23 6:05 AM	Arcing, shorted electrical equipment	0:04:08
Station 12	A-Shift	R12	12/16/23 1:17 PM	12/16/23 1:24 PM	EMS call, excluding vehicle accident with injury	0:07:00
Station 12	A-Shift	E12	12/16/23 1:40 PM	12/16/23 1:46 PM	EMS call, excluding vehicle accident with injury	0:06:09
Station 12	A-Shift	R12	12/16/23 2:02 PM	12/16/23 2:09 PM	EMS call, excluding vehicle accident with injury	0:07:14
Station 12	A-Shift	E12	12/16/23 2:01 PM	12/16/23 2:08 PM	EMS call, excluding vehicle accident with injury	0:06:58
Station 12	A-Shift	E12	12/16/23 2:01 PM	12/16/23 2:08 PM	EMS call, excluding vehicle accident with injury	0:06:58
Station 12	A-Shift	E12	12/16/23 3:20 PM	12/16/23 3:27 PM	Good intent call, other	0:06:41
Station 12	A-Shift	R12	12/16/23 4:45 PM	12/16/23 4:48 PM	EMS call, excluding vehicle accident with injury	0:03:25
Station 12	A-Shift	E12	12/16/23 5:00 PM	12/16/23 5:03 PM	EMS call, excluding vehicle accident with injury	0:02:42
Station 12	A-Shift	E12	12/16/23 4:51 PM	12/16/23 4:55 PM	Defective elevator, no occupants	0:04:34

Station 12	A-Shift	E12	12/16/23 7:07 PM	12/16/23 7:10 PM	EMS call, excluding vehicle accident with injury	0:03:44
Station 12	A-Shift	E12	12/16/23 9:20 PM	12/16/23 9:26 PM	Power line down	0:05:48
Station 12	A-Shift	E12	12/16/23 11:57 PM	12/17/23 12:04 AM	Public service	0:07:37
Station 12	A-Shift	R12	12/17/23 1:03 AM	12/17/23 1:13 AM	No incident found on arrival at dispatch address	0:09:36
Station 12	A-Shift	R12	12/17/23 4:42 AM	12/17/23 4:48 AM	EMS call, excluding vehicle accident with injury	0:05:56
Station 12	A-Shift	E12	12/17/23 4:23 AM	12/17/23 4:31 AM	EMS call, excluding vehicle accident with injury	0:07:43
Station 12	B-Shift	R12	12/17/23 3:10 PM	12/17/23 3:13 PM	EMS call, excluding vehicle accident with injury	0:03:50
Station 12	B-Shift	E12	12/17/23 5:42 PM	12/17/23 5:51 PM	Alarm system sounded due to malfunction	0:08:53
Station 12	B-Shift	R12	12/17/23 5:49 PM	12/17/23 5:53 PM	EMS call, excluding vehicle accident with injury	0:03:48
Station 12	B-Shift	R12	12/17/23 6:24 PM	12/17/23 6:27 PM	EMS call, excluding vehicle accident with injury	0:03:35
Station 12	B-Shift	E12	12/17/23 8:21 PM	12/17/23 8:26 PM	Alarm system activation, no fire - unintentional	0:05:23
Station 12	B-Shift	R12	12/17/23 8:31 PM	12/17/23 8:35 PM	EMS call, excluding vehicle accident with injury	0:03:51
Station 12	B-Shift	E12	12/17/23 8:49 PM	12/17/23 8:56 PM	EMS call, excluding vehicle accident with injury	0:06:21
Station 12	B-Shift	E12	12/17/23 10:03 PM	12/17/23 10:06 PM	EMS call, excluding vehicle accident with injury	0:03:20
Station 12	B-Shift	R12	12/17/23 10:03 PM	12/17/23 10:08 PM	EMS call, excluding vehicle accident with injury	0:05:37
Station 12	B-Shift	R12	12/17/23 11:46 PM	12/17/23 11:51 PM	EMS call, excluding vehicle accident with injury	0:04:29
Station 12	A-Shift	R12	12/18/23 1:00 PM	12/18/23 1:00 PM	EMS call, excluding vehicle accident with injury	0:00:12
Station 12	A-Shift	E12	12/19/23 8:27 PM	12/19/23 8:32 PM	Assist invalid	0:05:05

Station 12	A-Shift	E12	12/20/23 1:33 AM	12/20/23 1:40 AM	Smoke scare, odor of smoke	0:06:27
Station 12	A-Shift	R12	12/20/23 1:59 AM	12/20/23 2:08 AM	EMS call, excluding vehicle accident with injury	0:08:55
Station 12	B-Shift	R12	12/20/23 7:24 AM	12/20/23 7:30 AM	EMS call, excluding vehicle accident with injury	0:05:21
Station 12	B-Shift	R12	12/20/23 1:00 PM	12/20/23 1:03 PM	EMS call, excluding vehicle accident with injury	0:03:20
Station 12	B-Shift	E12	12/20/23 2:42 PM	12/20/23 2:46 PM	Dispatched & canceled en route	0:04:35
Station 12	B-Shift	E12	12/20/23 9:26 PM	12/20/23 9:30 PM	Detector activation, no fire - unintentional	0:04:23
Station 12	B-Shift	R12	12/20/23 10:20 PM	12/20/23 10:24 PM	EMS call, excluding vehicle accident with injury	0:04:16
Station 12	B-Shift	R12	12/20/23 11:23 PM	12/20/23 11:29 PM	EMS call, excluding vehicle accident with injury	0:05:38
Station 12	C-Shift	E12	12/21/23 7:27 AM	12/21/23 7:30 AM	Smoke detector activation due to malfunction	0:03:23
Station 12	C-Shift	R12	12/21/23 8:14 AM	12/21/23 8:16 AM	EMS call, excluding vehicle accident with injury	0:01:28
Station 12	C-Shift	R12	12/21/23 2:44 PM	12/21/23 2:50 PM	EMS call, excluding vehicle accident with injury	0:05:54
Station 12	A-Shift	R12	12/22/23 12:33 PM	12/22/23 12:37 PM	EMS call, excluding vehicle accident with injury	0:04:15
Station 12	A-Shift	E12	12/22/23 12:38 PM	12/22/23 12:42 PM	No incident found on arrival at dispatch address	0:04:25
Station 12	A-Shift	E12	12/22/23 4:30 PM	12/22/23 4:35 PM	EMS call, excluding vehicle accident with injury	0:05:23
Station 12	A-Shift	E12	12/22/23 4:30 PM	12/22/23 4:35 PM	EMS call, excluding vehicle accident with injury	0:05:23
Station 12	A-Shift	E12	12/23/23 1:35 AM	12/23/23 1:41 AM	Assist invalid	0:05:56
Station 12	B-Shift	E12	12/23/23 11:07 AM	12/23/23 11:12 AM	Removal of victim(s) from stalled elevator	0:05:00
Station 12	B-Shift	E12	12/23/23 11:51 AM	12/23/23 11:55 AM	Defective elevator, no occupants	0:04:05

Station 12	B-Shift	R12	12/23/23 1:58 PM	12/23/23 2:01 PM	EMS call, excluding vehicle accident with injury	0:02:37
Station 12	B-Shift	E12	12/23/23 2:35 PM	12/23/23 2:41 PM	Alarm system activation, no fire - unintentional	0:05:30
Station 12	B-Shift	E12	12/23/23 2:53 PM	12/23/23 2:55 PM	EMS call, excluding vehicle accident with injury	0:01:23
Station 12	B-Shift	E12	12/23/23 3:55 PM	12/23/23 3:56 PM	EMS call, excluding vehicle accident with injury	0:00:33
Station 12	B-Shift	R12	12/23/23 3:56 PM	12/23/23 3:58 PM	EMS call, excluding vehicle accident with injury	0:02:09
Station 12	B-Shift	R12	12/23/23 5:19 PM	12/23/23 5:22 PM	EMS call, excluding vehicle accident with injury	0:03:05
Station 12	C-Shift	R12	12/24/23 6:36 PM	12/24/23 6:40 PM	EMS call, excluding vehicle accident with injury	0:03:47
Station 12	A-Shift	R12	12/25/23 9:50 AM	12/25/23 9:59 AM	EMS call, excluding vehicle accident with injury	0:09:00
Station 12	A-Shift	R12	12/25/23 11:26 AM	12/25/23 11:33 AM	EMS call, excluding vehicle accident with injury	0:06:19
Station 12	A-Shift	E12	12/25/23 12:43 PM	12/25/23 12:47 PM	Public service	0:03:18
Station 24	A-Shift	R12	12/25/23 10:03 PM	12/25/23 10:10 PM	Special outside fire, other	0:07:09
Station 12	A-Shift	R12	12/26/23 6:21 AM	12/26/23 6:27 AM	EMS call, excluding vehicle accident with injury	0:06:39
Station 12	B-Shift	R12	12/26/23 8:51 AM	12/26/23 8:55 AM	EMS call, excluding vehicle accident with injury	0:04:21
Station 12	B-Shift	R12	12/26/23 5:43 PM	12/26/23 5:47 PM	EMS call, excluding vehicle accident with injury	0:03:36
Station 12	B-Shift	R12	12/26/23 9:05 PM	12/26/23 9:09 PM	EMS call, excluding vehicle accident with injury	0:03:55
Station 12	C-Shift	E12	12/27/23 8:42 AM	12/27/23 8:46 AM	EMS call, excluding vehicle accident with injury	0:03:35
Station 12	C-Shift	R12	12/27/23 8:42 AM	12/27/23 8:46 AM	EMS call, excluding vehicle accident with injury	0:03:33

Station 12	C-Shift	R12	12/27/23 11:16 AM	12/27/23 11:24 AM	EMS call, excluding vehicle accident with injury	0:07:30
Station 12	C-Shift	R12	12/27/23 6:55 PM	12/27/23 7:00 PM	EMS call, excluding vehicle accident with injury	0:05:25
Station 12	C-Shift	R12	12/27/23 8:28 PM	12/27/23 8:33 PM	EMS call, excluding vehicle accident with injury	0:04:57
Station 12	A-Shift	E12	12/28/23 10:33 AM	12/28/23 10:37 AM	Public service	0:04:04
Station 12	A-Shift	E12	12/28/23 12:16 PM	12/28/23 12:19 PM	Alarm system activation, no fire - unintentional	0:03:40
Station 12	B-Shift	R12	12/29/23 11:19 AM	12/29/23 11:25 AM	EMS call, excluding vehicle accident with injury	0:06:09
Station 12	B-Shift	E12	12/29/23 1:02 PM	12/29/23 1:07 PM	EMS call, excluding vehicle accident with injury	0:04:53
Station 12	B-Shift	R12	12/29/23 1:02 PM	12/29/23 1:08 PM	EMS call, excluding vehicle accident with injury	0:05:51
Station 12	B-Shift	R12	12/29/23 2:16 PM	12/29/23 2:19 PM	EMS call, excluding vehicle accident with injury	0:02:59
Station 12	B-Shift	R12	12/29/23 9:30 PM	12/29/23 9:35 PM	EMS call, excluding vehicle accident with injury	0:05:01
Station 12	B-Shift	E12	12/30/23 12:41 AM	12/30/23 12:54 AM	Smoke detector activation, no fire - unintentional	0:12:14
Station 12	B-Shift	R12	12/30/23 4:09 AM	12/30/23 4:17 AM	EMS call, excluding vehicle accident with injury	0:07:24
Station 12	C-Shift	E12	12/30/23 10:56 PM	12/30/23 11:00 PM	System malfunction, other	0:03:55
Station 12	C-Shift	R12	12/30/23 11:08 PM	12/30/23 11:15 PM	EMS call, excluding vehicle accident with injury	0:07:46

All reports in the future will include all contractual information that is required.





Agenda Item No: 8.a.

Town Commission Agenda Item Report

Meeting Date: January 23, 2024

Submitted By: Lucila Lang, Finance Director

Submitting Department: Finance

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: October 2023 Finance Report

Explanation: Presented is the October 2023 financial report which consists of the attached Revenue/Expenditure Report (Exhibit 2) and the Cash & Investment Report (Exhibit 3). At the end of October, the Town was 8.33% through the fiscal year.

Recommendation: N/A

Exhibits:

1. October 2023 Finance Report
2. October 2023 Revenue-Expenditure Report
3. October 2023 Cash Investment Report

October is the first month of fiscal year 2023/2024.

The following is a summary of the operating results through 10/31/23:

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	\$ 16,922,144.00	\$ 509,526.00	\$ 16,412,618.00	\$ 124,269.11	0.76%	\$ 1,146,688.63	6.99%	\$ (1,022,419.52)
Building Fund	\$ 1,253,593.00	\$ 115,000.00	\$ 1,138,593.00	\$ 145,417.35	12.77%	\$ 6,367.87	0.56%	\$ 139,049.48
Sewer Fund	\$ 1,707,217.00	\$ 100,000.00	\$ 1,607,217.00	\$ -	0.00%	\$ 88,095.36	5.48%	\$ (88,095.36)
Fire Fund	\$ 1,372,000.00	\$ 198,985.00	\$ 1,173,015.00	\$ 21,195.00	1.81%	\$ 79,483.34	6.78%	\$ (58,288.34)
Capital Fund	\$ 4,176,905.00	\$ 2,171,905.00	\$ 2,005,000.00	\$ -	0.00%	\$ 59,451.31	1.42%	\$ (59,451.31)
Parking Fund	\$ 3,161,895.00	\$ -	\$ 3,161,895.00	\$ 271,152.53	8.58%	\$ 66,129.83	2.09%	\$ 205,022.70
Grand Total	\$ 28,593,754.00	\$ 3,095,416.00	\$ 25,498,338.00	\$ 562,033.99		\$ 1,446,216.34		\$ (884,182.35)

Notable items this month are as follows:

General Fund:

- During October the Town did not collect ad valorem revenues. This is consistent with expectations. The Town will begin receiving these in November with a large bulk in December.
- Due to the fact that most revenue items are received one month in arrears, most of the revenues that were collected in October were applied to the prior fiscal year. Therefore, even though the summary report presented above shows that General Fund expenditures exceed revenues by approximately \$1M, this is consistent with the Town's expectations.

Building Fund:

- CAP's bill for "building permit services" for the prior month is received one month later. Therefore, October's invoice will be received the following month which is why the expense has not been recorded.

Sewer Fund:

- Sewer Fund activity is within expectations for the first month of the fiscal year.

Fire Fund:

- As expected, the Town did not receive any fire assessments fee revenue in October. The first fire assessment fee distribution is usually received in late November and should be reflected in November Finance Report.

Capital Projects Fund:

- Activity for the month of October for capital projects is displayed in the chart below:

OCTOBER, 2023 REPORT INFORMATION					
CIP Projects	Budget	YTD Expenditures	October Expenditures	% Completion	Comments
75th Anniversary Art Installation	\$ 125,000.00	\$ -	\$ -	0.00%	No activity for the month of October.
Downtown Enhancement	\$ 2,000,000.00	\$ -	\$ -	0.00%	No activity for the month of October.
Opticome Emergency Vehicle System	\$ 75,000.00	\$ -	\$ -	0.00%	No activity for the month of October.
Bel-Air-Seawall Repair	\$ 366,678.00	\$ -	\$ -	0.00%	No activity for the month of October.
Canal Dredging	\$ 75,000.00	\$ 1,400.00	\$ 1,400.00	1.87%	Payment made to Illumination Electric Corp.
Storm Water Rate Study	\$ 65,000.00	\$ -	\$ -	0.00%	No activity for the month of October.
Beach Renourishment	\$ 116,667.00	\$ -	\$ -	0.00%	No activity for the month of October.
Pedestrian Amenities	\$ 75,000.00	\$ 53,280.16	\$ 53,280.16	71.04%	Payments made to The Paving Lady, Inc. for the Hibiscus Sidewalk.
Friedt Park	\$ 700,000.00	\$ -	\$ -	0.00%	No activity for the month of October.
El Mar Drive	\$ 300,000.00	\$ -	\$ -	0.00%	No activity for the month of October.
Entry Feature & Traffic Calm	\$ 150,000.00	\$ -	\$ -	0.00%	No activity for the month of October.
Totals:	\$ 4,048,345.00	\$ 54,680.16	\$ 54,680.16		

Parking Fund:

- Parking revenues and expenditures are all in line with expectations:

	June, 2023		July, 2023		August, 2023		September, 2023		October, 2023	
South Ocean	\$ 18,142.30	\$ (2,994.29)	\$ 26,750.96	\$ 2,690.03	\$ 23,363.32	\$ 778.31	\$ 17,455.34	\$ 2,912.40	\$ 20,998.05	\$ 6,061.85
Ocean Front Meters	\$ 43,912.12	\$ 6,192.06	\$ 49,782.49	\$ 9,343.16	\$ 41,430.72	\$ (4,566.43)	\$ 31,413.74	\$ (4,946.62)	\$ 33,440.88	\$ (620.27)
Commercial Blvd. Meters	\$ 8,993.10	\$ 2,492.88	\$ 8,092.04	\$ 2,358.74	\$ 9,261.55	\$ 2,145.47	\$ 7,414.29	\$ 4,734.41	\$ 8,943.82	\$ 4,196.62
Parking Meters-Beach	\$ 19,139.94	\$ (2,505.56)	\$ 23,067.41	\$ 5,245.50	\$ 21,695.42	\$ (1,913.40)	\$ 15,551.52	\$ (236.59)	\$ 16,073.85	\$ 2,017.05
Palm Portal-FDG	\$ 11,749.80	\$ (211.22)	\$ 15,964.91	\$ 2,261.77	\$ 14,667.43	\$ 1,706.57	\$ 10,081.87	\$ 1,142.32	\$ 10,131.75	\$ 1,585.05
El Prado Parking Lot	\$ 45,246.21	\$ (3,469.00)	\$ 55,887.40	\$ (3,314.97)	\$ 58,474.21	\$ 4,784.52	\$ 41,825.62	\$ 907.08	\$ 46,003.41	\$ 9,256.98
Town Hall Parking Lot	\$ 1,504.69	\$ (1,174.25)	\$ 4,175.29	\$ 797.42	\$ 1,651.08	\$ 193.44	\$ 1,137.97	\$ (912.42)	\$ 1,156.33	\$ (58.56)
El Mar Parking Lot	\$ 22,638.64	\$ (1,748.32)	\$ 24,714.59	\$ 592.56	\$ 24,791.91	\$ (3,763.92)	\$ 18,288.75	\$ (1,953.39)	\$ 21,704.64	\$ (363.38)
A1A Parking Lot	\$ 46,766.72	\$ (3,975.81)	\$ 63,036.67	\$ 3,297.50	\$ 59,120.46	\$ 2,174.50	\$ 39,620.90	\$ 1,864.50	\$ 49,055.69	\$ 8,407.35
Bougainvilla/Poinciana	\$ 18,194.53	\$ 2,245.98	\$ 23,682.87	\$ 6,317.29	\$ 20,876.01	\$ 5,261.34	\$ 16,257.46	\$ 4,189.34	\$ 17,764.80	\$ 6,560.66
Monthly Total:	\$ 236,288.05		\$ 295,154.63		\$ 275,332.11		\$ 199,047.46		\$ 225,273.22	
Difference from last year \$:	\$ (5,147.53)		\$ 29,589.00		\$ 6,800.40		\$ 7,701.03		\$ 37,043.35	
Difference from last year %:	-2.13%		11.14%		2.53%		4.02%		19.68%	

The top producing lots for October 2023 are:

- A1A Parking Lot
- El Prado Parking Lot
- Ocean Front Meters

In addition to the detailed information of parking revenues, the following chart shows the collections of parking fines. Parking fines are collected at Town Hall and Municipal Collections. In May 2022, the Town hired RTR Financial Services, Inc., a collection agency to assist with past due uncollected parking fines.

Parking Fines	May 2023	June 2023	July 2023	August 2023	September 2023	October 2023
	\$ 1,680.00	\$ 25,689.13	\$ 1,220.00	\$ 19,535.00	\$ 15,135.00	\$ 1,707.00



Lauderdale-By-The-Sea, FL

Budget Report Account Summary

For Fiscal: 2023-2024 Period Ending: 10/31/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
Department: 000000 - NonDesignated						
001-000000-380200 Appropriated Fund Balance	509,526.00	509,526.00	0.00	0.00	-509,526.00	0.00 %
Department: 000000 - NonDesignated Total:	509,526.00	509,526.00	0.00	0.00	-509,526.00	0.00%
Department: 301000 - Ad Valorem Property Taxes						
001-301000-311100 Ad Valorem Property Taxes	12,550,550.00	12,550,550.00	0.00	0.00	-12,550,550.00	0.00 %
Department: 301000 - Ad Valorem Property Taxes Total:	12,550,550.00	12,550,550.00	0.00	0.00	-12,550,550.00	0.00%
Department: 301100 - Utility Taxes						
001-301100-311101 Fpl Utility Tax	966,700.00	966,700.00	0.00	0.00	-966,700.00	0.00 %
001-301100-311440 Gas Utility Tax	22,000.00	22,000.00	0.00	0.00	-22,000.00	0.00 %
001-301100-314300 Water Utility Tax	182,000.00	182,000.00	0.00	0.00	-182,000.00	0.00 %
Department: 301100 - Utility Taxes Total:	1,170,700.00	1,170,700.00	0.00	0.00	-1,170,700.00	0.00%
Department: 301600 - Franchise Taxes						
001-301600-313100 Fl Power & Light Franchise	663,000.00	663,000.00	0.00	0.00	-663,000.00	0.00 %
001-301600-313300 Waste Franchise Collection	156,999.00	156,999.00	0.00	0.00	-156,999.00	0.00 %
001-301600-313301 Waste Franchise Adm-fee	9,000.00	9,000.00	0.00	0.00	-9,000.00	0.00 %
001-301600-313400 Gas Franchise	22,000.00	22,000.00	0.00	0.00	-22,000.00	0.00 %
001-301600-313600 Towing Franchise Fees	800.00	800.00	0.00	0.00	-800.00	0.00 %
Department: 301600 - Franchise Taxes Total:	851,799.00	851,799.00	0.00	0.00	-851,799.00	0.00%
Department: 302000 - Licenses & Permits						
001-302000-321100 Business License Taxes	100,000.00	100,000.00	26,163.64	26,163.64	-73,836.36	26.16 %
001-302000-321110 Sidewalk Cafe Row	40,000.00	40,000.00	10,245.00	10,245.00	-29,755.00	25.61 %
001-302000-322150 Miscellaneous Permits	500.00	500.00	100.00	100.00	-400.00	20.00 %
001-302000-322250 Zoning Permit & Fees	2,500.00	2,500.00	0.00	0.00	-2,500.00	0.00 %
001-302000-322400 Sign Permits	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %
Department: 302000 - Licenses & Permits Total:	145,000.00	145,000.00	36,508.64	36,508.64	-108,491.36	25.18%
Department: 303000 - Intergovernmental Revenues						
001-303000-311120 Municipal Revenue Sharing	180,000.00	180,000.00	17,703.58	17,703.58	-162,296.42	9.84 %
001-303000-311150 Alcoholic Beverage License	16,700.00	16,700.00	0.00	0.00	-16,700.00	0.00 %
001-303000-311180 Sales Tax	500,000.00	500,000.00	0.00	0.00	-500,000.00	0.00 %
001-303000-312410 Local Op Gas Tax 1 - 6 Cent	67,500.00	67,500.00	5,298.02	5,298.02	-62,201.98	7.85 %
001-303000-312420 Local Op Gas Tax 2 - 5 Cent	48,000.00	48,000.00	3,652.26	3,652.26	-44,347.74	7.61 %
001-303000-315100 Communication Service Tax	325,000.00	325,000.00	0.00	0.00	-325,000.00	0.00 %
001-303000-334915 Fdot-reimbursable Grant	34,384.00	34,384.00	0.00	0.00	-34,384.00	0.00 %
Department: 303000 - Intergovernmental Revenues Total:	1,171,584.00	1,171,584.00	26,653.86	26,653.86	-1,144,930.14	2.28%
Department: 304000 - Charges for Services						
001-304000-343902 Site Plan Application Fees	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %
001-304000-347500 Tennis - Shuffle Key	12,850.00	12,850.00	280.00	280.00	-12,570.00	2.18 %
Department: 304000 - Charges for Services Total:	14,850.00	14,850.00	280.00	280.00	-14,570.00	1.89%
Department: 305000 - Fines & Forfeitures						
001-305000-354150 Fines,trafficviolation,citatio	32,000.00	32,000.00	0.00	0.00	-32,000.00	0.00 %
001-305000-354160 Code Enforcement Fines	25,000.00	25,000.00	42,000.00	42,000.00	17,000.00	168.00 %
001-305000-359100 Other Fines & Alarms	3,000.00	3,000.00	0.00	0.00	-3,000.00	0.00 %
Department: 305000 - Fines & Forfeitures Total:	60,000.00	60,000.00	42,000.00	42,000.00	-18,000.00	70.00%
Department: 306000 - Miscellaneous Revenues						
001-306000-361100 Interest Earnings	25,000.00	25,000.00	1,326.61	1,326.61	-23,673.39	5.31 %
001-306000-362000 Rent/lease Royalties	120,000.00	120,000.00	11,800.00	11,800.00	-108,200.00	9.83 %
001-306000-365400 Recycling Revenue	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
001-306000-366100 Donations	10,000.00	10,000.00	0.00	0.00	-10,000.00	0.00 %
001-306000-369100 Miscellaneous Revenues	101,135.00	101,135.00	2,050.00	2,050.00	-99,085.00	2.03 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 10/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-306000-369200	Miscellaneous Applications	15,000.00	15,000.00	350.00	350.00	-14,650.00	2.33 %
001-306000-369201	Miscellaneous Merchandisesales	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
001-306000-369250	Recreational Activities Fee	1,500.00	1,500.00	3,300.00	3,300.00	1,800.00	220.00 %
001-306000-369500	miscellaneous Lobbyist	500.00	500.00	0.00	0.00	-500.00	0.00 %
001-306000-369901	Insurance Reimbursement	15,000.00	15,000.00	0.00	0.00	-15,000.00	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		298,135.00	298,135.00	18,826.61	18,826.61	-279,308.39	6.31%
Department: 511000 - Commission							
001-511000-500110	Commission Salaries	122,556.00	122,556.00	3,109.18	3,109.18	119,446.82	2.54 %
001-511000-500210	Employer Fica Taxes	9,491.00	9,491.00	211.92	211.92	9,279.08	2.23 %
001-511000-500220	Retirement	55,124.00	55,124.00	5,473.36	5,473.36	49,650.64	9.93 %
001-511000-500230	Group Insurance	80,000.00	80,000.00	4,507.32	4,507.32	75,492.68	5.63 %
001-511000-500345	Contractual Services	7,300.00	7,300.00	93.75	93.75	7,206.25	1.28 %
001-511000-500510	Office Supplies	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
001-511000-500512	Elections	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
001-511000-500540	Dues & Subscriptions	3,000.00	3,000.00	858.00	858.00	2,142.00	28.60 %
001-511000-500545	Training	6,000.00	6,000.00	1,599.60	1,599.60	4,400.40	26.66 %
001-511000-500550	Operating Expenses	15,200.00	15,200.00	50.00	50.00	15,150.00	0.33 %
Department: 511000 - Commission Total:		320,171.00	320,171.00	15,903.13	15,903.13	304,267.87	4.97%
Department: 511100 - Donation-Non Profits							
001-511100-500820	Donations-aids To Private Org	66,500.00	66,500.00	50,000.00	50,000.00	16,500.00	75.19 %
Department: 511100 - Donation-Non Profits Total:		66,500.00	66,500.00	50,000.00	50,000.00	16,500.00	75.19%
Department: 511200 - Visitor Center							
001-511200-500120	Regular Salaries	76,967.00	76,967.00	1,342.47	1,342.47	75,624.53	1.74 %
001-511200-500210	Employer Fica Taxes	5,966.00	5,966.00	102.70	102.70	5,863.30	1.72 %
001-511200-500220	Retirement	13,130.00	13,130.00	509.41	509.41	12,620.59	3.88 %
001-511200-500230	Group Insurance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
001-511200-500340	Sewer/wastewater	4,200.00	4,200.00	259.77	259.77	3,940.23	6.19 %
001-511200-500345	Contractual Services	10,000.00	10,000.00	63.75	63.75	9,936.25	0.64 %
001-511200-500430	Electric Service	2,000.00	2,000.00	140.91	140.91	1,859.09	7.05 %
001-511200-500431	Water Service	5,050.00	5,050.00	352.80	352.80	4,697.20	6.99 %
001-511200-500463	Service Maintenance Contracts	3,000.00	3,000.00	61.19	61.19	2,938.81	2.04 %
001-511200-500495	Special Events	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
001-511200-500506	Printing & Binding	5,775.00	5,775.00	0.00	0.00	5,775.00	0.00 %
001-511200-500520	Bldg. Maintenance	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
001-511200-500550	Operating Expenses	8,050.00	8,050.00	1,045.56	1,045.56	7,004.44	12.99 %
Department: 511200 - Visitor Center Total:		148,638.00	148,638.00	3,878.56	3,878.56	144,759.44	2.61%
Department: 513000 - Administration							
001-513000-500120	Regular Salaries	633,527.00	633,527.00	26,112.74	26,112.74	607,414.26	4.12 %
001-513000-500140	Overtime Salaries	4,000.00	4,000.00	111.07	111.07	3,888.93	2.78 %
001-513000-500210	Employer Fica Taxes	48,962.00	48,962.00	1,697.73	1,697.73	47,264.27	3.47 %
001-513000-500220	Retirement	147,570.00	147,570.00	20,212.72	20,212.72	127,357.28	13.70 %
001-513000-500230	Group Insurance	135,000.00	135,000.00	8,247.96	8,247.96	126,752.04	6.11 %
001-513000-500315	Professional Services	34,500.00	34,500.00	0.00	0.00	34,500.00	0.00 %
001-513000-500320	Audit Expense	47,000.00	47,000.00	500.00	500.00	46,500.00	1.06 %
001-513000-500344	Hr Expenses	5,000.00	5,000.00	50.00	50.00	4,950.00	1.00 %
001-513000-500345	Contractual Services	52,900.00	52,900.00	5,134.15	5,134.15	47,765.85	9.71 %
001-513000-500463	Service Maintenance Contracts	53,973.00	53,973.00	838.06	838.06	53,134.94	1.55 %
001-513000-500506	Printing & Binding	4,200.00	4,200.00	0.00	0.00	4,200.00	0.00 %
001-513000-500508	Postage	6,500.00	6,500.00	575.10	575.10	5,924.90	8.85 %
001-513000-500510	Office Supplies	8,000.00	8,000.00	1,029.68	1,029.68	6,970.32	12.87 %
001-513000-500525	Uniform Expense	500.00	500.00	0.00	0.00	500.00	0.00 %
001-513000-500540	Dues & Subscriptions	9,675.00	9,675.00	1,667.73	1,667.73	8,007.27	17.24 %
001-513000-500545	Training	22,000.00	22,000.00	923.39	923.39	21,076.61	4.20 %
001-513000-500550	Operating Expenses	23,750.00	23,750.00	-183.24	-183.24	23,933.24	-0.77 %
Department: 513000 - Administration Total:		1,237,057.00	1,237,057.00	66,917.09	66,917.09	1,170,139.91	5.41%
Department: 514000 - Town Attorney							
001-514000-500310	Legal Expense	360,000.00	360,000.00	13,390.20	13,390.20	346,609.80	3.72 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 10/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-514000-500314	Litigation	98,000.00	98,000.00	625.00	625.00	97,375.00	0.64 %
Department: 514000 - Town Attorney Total:		458,000.00	458,000.00	14,015.20	14,015.20	443,984.80	3.06%
Department: 519000 - General							
001-519000-500311	Advertisements	7,500.00	7,500.00	185.30	185.30	7,314.70	2.47 %
001-519000-500315	Professional Services	260,500.00	260,500.00	21,055.64	21,055.64	239,444.36	8.08 %
001-519000-500345	Contractual Services	100,700.00	100,700.00	16,965.23	16,965.23	83,734.77	16.85 %
001-519000-500349	Community Mobility Services	250,000.00	250,000.00	19,734.24	19,734.24	230,265.76	7.89 %
001-519000-500451	Auto, Property & Liability Ins	279,500.00	279,500.00	123,758.50	123,758.50	155,741.50	44.28 %
001-519000-500452	Workers Compensation Insur	82,000.00	82,000.00	12,205.75	12,205.75	69,794.25	14.89 %
001-519000-500463	Service Maintenance Contracts	22,000.00	22,000.00	0.00	0.00	22,000.00	0.00 %
001-519000-500497	Contingency	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
001-519000-500525	Uniform Expense	225.00	225.00	0.00	0.00	225.00	0.00 %
001-519000-500550	Operating Expenses	92,000.00	92,000.00	0.00	0.00	92,000.00	0.00 %
001-519000-500552	Recycling And Solid Waste Exp	60,000.00	60,000.00	7,556.37	7,556.37	52,443.63	12.59 %
Department: 519000 - General Total:		1,254,425.00	1,254,425.00	201,461.03	201,461.03	1,052,963.97	16.06%
Department: 519100 - Tourism and Community Outreach							
001-519100-500120	Regular Salaries	139,769.00	139,769.00	2,589.43	2,589.43	137,179.57	1.85 %
001-519100-500140	Overtime Salaries	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
001-519100-500210	Employer Fica Taxes	11,113.00	11,113.00	198.23	198.23	10,914.77	1.78 %
001-519100-500220	Retirement	19,713.00	19,713.00	1,023.67	1,023.67	18,689.33	5.19 %
001-519100-500230	Group Insurance	30,000.00	30,000.00	1,003.44	1,003.44	28,996.56	3.34 %
001-519100-500311	Advertisements	23,000.00	23,000.00	0.00	0.00	23,000.00	0.00 %
001-519100-500315	Professional Services	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
001-519100-500345	Contractual Services	6,524.00	6,524.00	0.00	0.00	6,524.00	0.00 %
001-519100-500347	Programs	10,300.00	10,300.00	35.97	35.97	10,264.03	0.35 %
001-519100-500495	Special Events	240,800.00	240,800.00	7,738.80	7,738.80	233,061.20	3.21 %
001-519100-500506	Printing & Binding	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %
001-519100-500540	Dues & Subscriptions	2,800.00	2,800.00	25.00	25.00	2,775.00	0.89 %
001-519100-500550	Operating Expenses	1,250.00	1,250.00	0.00	0.00	1,250.00	0.00 %
Department: 519100 - Tourism and Community Outreach Total:		562,269.00	562,269.00	12,614.54	12,614.54	549,654.46	2.24%
Department: 521000 - Police Department							
001-521000-500141	Bso Overtime	80,000.00	80,000.00	0.00	0.00	80,000.00	0.00 %
001-521000-500345	Contractual Services	5,998,142.00	5,998,142.00	499,844.92	499,844.92	5,498,297.08	8.33 %
001-521000-500352	Contract Services	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00 %
001-521000-500520	Bldg. Maintenance	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
001-521000-500550	Operating Expenses	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00 %
001-521000-500640	Capital Outlay - Equip & Mach	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %
Department: 521000 - Police Department Total:		6,106,142.00	6,106,142.00	499,844.92	499,844.92	5,606,297.08	8.19%
Department: 523000 - Emergency Medical Services							
001-523000-500345	Contractual Services	460,000.00	460,000.00	38,333.33	38,333.33	421,666.67	8.33 %
Department: 523000 - Emergency Medical Services Total:		460,000.00	460,000.00	38,333.33	38,333.33	421,666.67	8.33%
Department: 524000 - Development Services							
001-524000-500120	Regular Salaries	281,794.00	281,794.00	10,370.22	10,370.22	271,423.78	3.68 %
001-524000-500140	Overtime Salaries	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00 %
001-524000-500210	Employer Fica Taxes	21,825.00	21,825.00	818.53	818.53	21,006.47	3.75 %
001-524000-500220	Retirement	56,454.00	56,454.00	7,671.84	7,671.84	48,782.16	13.59 %
001-524000-500230	Group Insurance	71,000.00	71,000.00	3,994.06	3,994.06	67,005.94	5.63 %
001-524000-500315	Professional Services	55,000.00	55,000.00	0.00	0.00	55,000.00	0.00 %
001-524000-500345	Contractual Services	321,325.00	321,325.00	27,403.09	27,403.09	293,921.91	8.53 %
001-524000-500463	Service Maintenance Contracts	9,500.00	9,500.00	650.00	650.00	8,850.00	6.84 %
001-524000-500506	Printing & Binding	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
001-524000-500508	Postage	4,200.00	4,200.00	0.00	0.00	4,200.00	0.00 %
001-524000-500510	Office Supplies	3,200.00	3,200.00	0.00	0.00	3,200.00	0.00 %
001-524000-500525	Uniform Expense	600.00	600.00	0.00	0.00	600.00	0.00 %
001-524000-500540	Dues & Subscriptions	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
001-524000-500545	Training	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 10/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-524000-500550	Operating Expenses	12,000.00	12,000.00	310.44	310.44	11,689.56	2.59 %
Department: 524000 - Development Services Total:		861,398.00	861,398.00	51,218.18	51,218.18	810,179.82	5.95%
Department: 541100 - Mun Srvc - Public Works Div							
001-541100-500120	Regular Salaries	1,071,315.00	1,071,315.00	33,648.71	33,648.71	1,037,666.29	3.14 %
001-541100-500140	Overtime Salaries	65,000.00	65,000.00	465.12	465.12	64,534.88	0.72 %
001-541100-500210	Employer Fica Taxes	83,103.00	83,103.00	2,686.00	2,686.00	80,417.00	3.23 %
001-541100-500220	Retirement	163,094.00	163,094.00	18,992.06	18,992.06	144,101.94	11.64 %
001-541100-500230	Group Insurance	285,000.00	285,000.00	16,725.25	16,725.25	268,274.75	5.87 %
001-541100-500315	Professional Services	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
001-541100-500340	Sewer/wastewater	18,000.00	18,000.00	1,079.32	1,079.32	16,920.68	6.00 %
001-541100-500345	Contractual Services	744,800.00	744,800.00	32,069.01	32,069.01	712,730.99	4.31 %
001-541100-500410	Communications	60,000.00	60,000.00	6,124.40	6,124.40	53,875.60	10.21 %
001-541100-500430	Electric Service	58,000.00	58,000.00	5,196.29	5,196.29	52,803.71	8.96 %
001-541100-500431	Water Service	180,000.00	180,000.00	18,139.95	18,139.95	161,860.05	10.08 %
001-541100-500433	Electric Service-streets	70,000.00	70,000.00	5,338.44	5,338.44	64,661.56	7.63 %
001-541100-500445	Equip Rent/lease	20,000.00	20,000.00	1,543.10	1,543.10	18,456.90	7.72 %
001-541100-500460	Equipment Maintenance	40,000.00	40,000.00	892.58	892.58	39,107.42	2.23 %
001-541100-500461	Vehicle Maintenance	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
001-541100-500462	Fuel	60,000.00	60,000.00	2,382.00	2,382.00	57,618.00	3.97 %
001-541100-500463	Service Maintenance Contracts	21,000.00	21,000.00	2,546.81	2,546.81	18,453.19	12.13 %
001-541100-500469	Buoy Maintenance	17,000.00	17,000.00	0.00	0.00	17,000.00	0.00 %
001-541100-500470	Radio Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
001-541100-500498	Storm Drain Rehab/maint	107,500.00	107,500.00	0.00	0.00	107,500.00	0.00 %
001-541100-500508	Postage	600.00	600.00	0.00	0.00	600.00	0.00 %
001-541100-500510	Office Supplies	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
001-541100-500520	Bldg. Maintenance	125,500.00	125,500.00	12,683.37	12,683.37	112,816.63	10.11 %
001-541100-500525	Uniform Expense	20,000.00	20,000.00	2,701.72	2,701.72	17,298.28	13.51 %
001-541100-500529	Street Light Maintenance	55,000.00	55,000.00	300.00	300.00	54,700.00	0.55 %
001-541100-500530	Street Maint Repair Supply	100,000.00	100,000.00	828.25	828.25	99,171.75	0.83 %
001-541100-500531	Grounds Maint/landscaping	50,000.00	50,000.00	902.81	902.81	49,097.19	1.81 %
001-541100-500532	Signs	12,500.00	12,500.00	638.26	638.26	11,861.74	5.11 %
001-541100-500534	Sidewalk Maint Repair	12,500.00	12,500.00	0.00	0.00	12,500.00	0.00 %
001-541100-500535	Flags	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
001-541100-500536	Sea Oats	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
001-541100-500540	Dues & Subscriptions	2,285.00	2,285.00	1,000.00	1,000.00	1,285.00	43.76 %
001-541100-500545	Training	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
001-541100-500547	Hurricane Expenditure	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
001-541100-500550	Operating Expenses	145,000.00	145,000.00	10,992.69	10,992.69	134,007.31	7.58 %
001-541100-500624	Capital Outlay-bldg. Improvemt	68,000.00	68,000.00	0.00	0.00	68,000.00	0.00 %
001-541100-500640	Capital Outlay - Equipt & Mach	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
001-541100-500644	Capital Outlay-vehicles	53,447.00	53,447.00	3,856.75	3,856.75	49,590.25	7.22 %
Department: 541100 - Mun Srvc - Public Works Div Total:		3,834,144.00	3,834,144.00	181,732.89	181,732.89	3,652,411.11	4.74%
Department: 572000 - Recreation							
001-572000-500342	Senior Rec. Ctr. Contract	110,000.00	110,000.00	10,511.68	10,511.68	99,488.32	9.56 %
001-572000-500463	Service Maintenance Contracts	2,400.00	2,400.00	258.08	258.08	2,141.92	10.75 %
001-572000-500510	Office Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
Department: 572000 - Recreation Total:		113,400.00	113,400.00	10,769.76	10,769.76	102,630.24	9.50%
Department: 581100 - Interfund Transfers							
001-581100-380102	Transfer From Bldg-oh Costs	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
001-581100-380115	Transfer From Fire - Oh Costs	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
001-581100-500910	Transfer To Cip Fund	1,500,000.00	1,500,000.00	0.00	0.00	1,500,000.00	0.00 %
Department: 581100 - Interfund Transfers Surplus (Deficit):		-1,350,000.00	-1,350,000.00	0.00	0.00	1,350,000.00	0.00%
Fund: 001 - General Fund Surplus (Deficit):		0.00	0.00	-1,022,419.52	-1,022,419.52	-1,022,419.52	0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 10/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 102 - Building Fund							
Department: 000000 - NonDesignated							
102-000000-380200	Appropriated Fund Balance	115,000.00	115,000.00	0.00	0.00	-115,000.00	0.00 %
	Department: 000000 - NonDesignated Total:	115,000.00	115,000.00	0.00	0.00	-115,000.00	0.00 %
Department: 302100 - Building Permit and Inpection							
102-302100-322100	Building Permits	1,088,593.00	1,088,593.00	144,056.35	144,056.35	-944,536.65	13.23 %
102-302100-322105	Fire Plan Review Fees	50,000.00	50,000.00	1,361.00	1,361.00	-48,639.00	2.72 %
	Department: 302100 - Building Permit and Inpection Total:	1,138,593.00	1,138,593.00	145,417.35	145,417.35	-993,175.65	12.77 %
Department: 524100 - Building							
102-524100-500120	Regular Salaries	113,896.00	113,896.00	1,249.84	1,249.84	112,646.16	1.10 %
102-524100-500210	Employer Fica Taxes	8,713.00	8,713.00	69.79	69.79	8,643.21	0.80 %
102-524100-500220	Retirement	26,984.00	26,984.00	-743.28	-743.28	27,727.28	-2.75 %
102-524100-500230	Group Insurance	30,000.00	30,000.00	1,645.63	1,645.63	28,354.37	5.49 %
102-524100-500315	Professional Services	100,000.00	100,000.00	3,010.89	3,010.89	96,989.11	3.01 %
102-524100-500345	Contractual Services	70,000.00	70,000.00	1,135.00	1,135.00	68,865.00	1.62 %
102-524100-500402	Building Permit Services	800,000.00	800,000.00	0.00	0.00	800,000.00	0.00 %
102-524100-500463	Service Maintenance Contracts	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
102-524100-500550	Operating Expenses	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
102-524100-581001	Transfer To GF-OH Costs	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
	Department: 524100 - Building Total:	1,253,593.00	1,253,593.00	6,367.87	6,367.87	1,247,225.13	0.51 %
	Fund: 102 - Building Fund Surplus (Deficit):	0.00	0.00	139,049.48	139,049.48	139,049.48	0.00 %
Fund: 103 - Sewer Fund							
Department: 000000 - NonDesignated							
103-000000-380200	Appropriated Fund Balance	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
	Department: 000000 - NonDesignated Total:	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
Department: 304000 - Charges for Services							
103-304000-343500	Sewer Fees	1,605,217.00	1,605,217.00	0.00	0.00	-1,605,217.00	0.00 %
	Department: 304000 - Charges for Services Total:	1,605,217.00	1,605,217.00	0.00	0.00	-1,605,217.00	0.00 %
Department: 306000 - Miscellaneous Revenues							
103-306000-361100	Interest Earnings	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %
	Department: 306000 - Miscellaneous Revenues Total:	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %
Department: 535000 - Sanitary Sewers							
103-535000-500120	Regular Salaries	107,528.00	107,528.00	5,244.09	5,244.09	102,283.91	4.88 %
103-535000-500140	Overtime Salaries	6,000.00	6,000.00	724.99	724.99	5,275.01	12.08 %
103-535000-500210	Employer Fica Taxes	8,226.00	8,226.00	456.83	456.83	7,769.17	5.55 %
103-535000-500220	Retirement	22,213.00	22,213.00	1,304.62	1,304.62	20,908.38	5.87 %
103-535000-500230	Group Insurance	17,500.00	17,500.00	769.35	769.35	16,730.65	4.40 %
103-535000-500340	Sewer/wastewater	975,000.00	975,000.00	77,184.78	77,184.78	897,815.22	7.92 %
103-535000-500345	Contractual Services	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
103-535000-500430	Electric Service	28,000.00	28,000.00	2,351.32	2,351.32	25,648.68	8.40 %
103-535000-500431	Water Service	500.00	500.00	59.38	59.38	440.62	11.88 %
103-535000-500459	Sewer Line Maintenance	300,000.00	300,000.00	0.00	0.00	300,000.00	0.00 %
103-535000-500465	Pump Station Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
103-535000-500497	Contingency	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
103-535000-500506	Printing & Binding	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
103-535000-500550	Operating Expenses	2,250.00	2,250.00	0.00	0.00	2,250.00	0.00 %
103-535000-500630	Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00 %
	Department: 535000 - Sanitary Sewers Total:	1,707,217.00	1,707,217.00	88,095.36	88,095.36	1,619,121.64	5.16 %
	Fund: 103 - Sewer Fund Surplus (Deficit):	0.00	0.00	-88,095.36	-88,095.36	-88,095.36	0.00 %
Fund: 115 - Fire Fund							
Department: 000000 - NonDesignated							
115-000000-380203	Appropriation From Fire Fund	198,985.00	198,985.00	0.00	0.00	-198,985.00	0.00 %
	Department: 000000 - NonDesignated Total:	198,985.00	198,985.00	0.00	0.00	-198,985.00	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 10/31/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 301050 - Fire Assessment						
115-301050-311200 Property Tax-fire Assessment	1,135,015.00	1,135,015.00	0.00	0.00	-1,135,015.00	0.00 %
Department: 301050 - Fire Assessment Total:	1,135,015.00	1,135,015.00	0.00	0.00	-1,135,015.00	0.00%
Department: 304000 - Charges for Services						
115-304000-342210 Fire Inspection Fees	37,000.00	37,000.00	21,195.00	21,195.00	-15,805.00	57.28 %
Department: 304000 - Charges for Services Total:	37,000.00	37,000.00	21,195.00	21,195.00	-15,805.00	57.28%
Department: 306000 - Miscellaneous Revenues						
115-306000-361100 Interest Earnings	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
Department: 306000 - Miscellaneous Revenues Total:	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00%
Department: 522000 - Fire Department						
115-522000-500315 Professional Services	74,000.00	74,000.00	1,150.00	1,150.00	72,850.00	1.55 %
115-522000-500345 Contractual Services	940,000.00	940,000.00	78,333.34	78,333.34	861,666.66	8.33 %
115-522000-500520 Bldg. Maintenance	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
115-522000-500624 Capital Outlay-bldg. Improvemt	306,000.00	306,000.00	0.00	0.00	306,000.00	0.00 %
115-522000-500912 Transfer To General Fund	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Department: 522000 - Fire Department Total:	1,372,000.00	1,372,000.00	79,483.34	79,483.34	1,292,516.66	5.79%
Fund: 115 - Fire Fund Surplus (Deficit):	0.00	0.00	-58,288.34	-58,288.34	-58,288.34	0.00%
Fund: 300 - Capital Project Fund						
Department: 000000 - NonDesignated						
300-000000-380200 Appropriated Fund Balance	1,371,905.00	1,371,905.00	0.00	0.00	-1,371,905.00	0.00 %
300-000000-380204 Appropriated From El Mar Reser	300,000.00	300,000.00	0.00	0.00	-300,000.00	0.00 %
300-000000-380207 Appropriated From General Fund	500,000.00	500,000.00	0.00	0.00	-500,000.00	0.00 %
Department: 000000 - NonDesignated Total:	2,171,905.00	2,171,905.00	0.00	0.00	-2,171,905.00	0.00%
Department: 306000 - Miscellaneous Revenues						
300-306000-361100 Interest Earnings	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
Department: 306000 - Miscellaneous Revenues Total:	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00%
Department: 519000 - General						
300-519000-500120 Regular Salaries	82,530.00	82,530.00	2,805.48	2,805.48	79,724.52	3.40 %
300-519000-500210 Employer Fica Taxes	6,314.00	6,314.00	214.62	214.62	6,099.38	3.40 %
300-519000-500220 Retirement	23,216.00	23,216.00	781.69	781.69	22,434.31	3.37 %
300-519000-500230 Group Insurance	16,500.00	16,500.00	969.36	969.36	15,530.64	5.87 %
Department: 519000 - General Total:	128,560.00	128,560.00	4,771.15	4,771.15	123,788.85	3.71%
Department: 539100 - 75th Anniversary Art Installation						
300-539100-500630 Cap Outlay Imp other than bldg	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00 %
Department: 539100 - 75th Anniversary Art Installation Total:	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00%
Department: 541102 - Downtown Enhancement						
300-541102-500630 Cap Outlay Imp other than bldg	2,000,000.00	2,000,000.00	0.00	0.00	2,000,000.00	0.00 %
Department: 541102 - Downtown Enhancement Total:	2,000,000.00	2,000,000.00	0.00	0.00	2,000,000.00	0.00%
Department: 541103 - Opticome Emergency Vehicle System						
300-541103-500630 Cap Outlay Imp other than bldg	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00 %
Department: 541103 - Opticome Emergency Vehicle System Total:	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00%
Department: 559025 - Bel Air - Sewall Repair - East						
300-559025-500630 Cap Outlay Imp Other Than Bldg	366,678.00	366,678.00	0.00	0.00	366,678.00	0.00 %
Department: 559025 - Bel Air - Sewall Repair - East Total:	366,678.00	366,678.00	0.00	0.00	366,678.00	0.00%
Department: 559026 - Canal Dredging						
300-559026-500630 Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	1,400.00	1,400.00	73,600.00	1.87 %
Department: 559026 - Canal Dredging Total:	75,000.00	75,000.00	1,400.00	1,400.00	73,600.00	1.87%
Department: 559027 - Storm Water Rate Study						
300-559027-500630 Cap Outlay Imp Other Than Bldg	65,000.00	65,000.00	0.00	0.00	65,000.00	0.00 %
Department: 559027 - Storm Water Rate Study Total:	65,000.00	65,000.00	0.00	0.00	65,000.00	0.00%
Department: 572200 - Beach Renourishment						
300-572200-500630 Cap Outlay Imp Other Than Bldg	116,667.00	116,667.00	0.00	0.00	116,667.00	0.00 %
Department: 572200 - Beach Renourishment Total:	116,667.00	116,667.00	0.00	0.00	116,667.00	0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 10/31/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 575201 - Pedestrian Amenities						
300-575201-500630 Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	53,280.16	53,280.16	21,719.84	71.04 %
Department: 575201 - Pedestrian Amenities Total:	75,000.00	75,000.00	53,280.16	53,280.16	21,719.84	71.04%
Department: 577100 - Friedt Park						
300-577100-500630 Cap Outlay Imp Other Than Bldg	700,000.00	700,000.00	0.00	0.00	700,000.00	0.00 %
Department: 577100 - Friedt Park Total:	700,000.00	700,000.00	0.00	0.00	700,000.00	0.00%
Department: 579162 - El Mar Drive						
300-579162-500630 Cap Outlay Imp Other Than Bldg	300,000.00	300,000.00	0.00	0.00	300,000.00	0.00 %
Department: 579162 - El Mar Drive Total:	300,000.00	300,000.00	0.00	0.00	300,000.00	0.00%
Department: 580300 - Entry Feature&Traffic Calm						
300-580300-500630 Cap Outlay Imp Other Than Bldg	150,000.00	150,000.00	0.00	0.00	150,000.00	0.00 %
Department: 580300 - Entry Feature&Traffic Calm Total:	150,000.00	150,000.00	0.00	0.00	150,000.00	0.00%
Department: 581100 - Interfund Transfers						
300-581100-381105 Transfer From General Fund	1,000,000.00	1,000,000.00	0.00	0.00	-1,000,000.00	0.00 %
300-581100-381106 Transfer From Parking Fund	1,000,000.00	1,000,000.00	0.00	0.00	-1,000,000.00	0.00 %
Department: 581100 - Interfund Transfers Total:	2,000,000.00	2,000,000.00	0.00	0.00	-2,000,000.00	0.00%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-59,451.31	-59,451.31	-59,451.31	0.00%
Fund: 310 - Parking Fund						
Department: 302000 - Licenses & Permits						
310-302000-313101 Pilop Fee	20,796.00	20,796.00	0.00	0.00	-20,796.00	0.00 %
Department: 302000 - Licenses & Permits Total:	20,796.00	20,796.00	0.00	0.00	-20,796.00	0.00%
Department: 304000 - Charges for Services						
310-304000-344500 Parking Permits	145,000.00	145,000.00	31,645.00	31,645.00	-113,355.00	21.82 %
310-304000-344520 Parking Agreements	94,024.00	94,024.00	0.00	0.00	-94,024.00	0.00 %
310-304000-344551 South Ocean	194,000.00	194,000.00	20,998.05	20,998.05	-173,001.95	10.82 %
310-304000-344552 Ocean Front Meters	320,000.00	320,000.00	33,440.88	33,440.88	-286,559.12	10.45 %
310-304000-344553 Commercial Blvd. Meters	80,000.00	80,000.00	8,943.82	8,943.82	-71,056.18	11.18 %
310-304000-344554 Parking Meters - Beach	219,000.00	219,000.00	16,073.85	16,073.85	-202,926.15	7.34 %
310-304000-344555 Palm Portal- Fdg	95,000.00	95,000.00	10,131.75	10,131.75	-84,868.25	10.67 %
310-304000-344556 El Prado Parking Lot	600,000.00	600,000.00	46,003.41	46,003.41	-553,996.59	7.67 %
310-304000-344558 Town Hall Parking Lot	33,000.00	33,000.00	1,156.33	1,156.33	-31,843.67	3.50 %
310-304000-344559 El Mar Parking Lot	285,000.00	285,000.00	21,704.64	21,704.64	-263,295.36	7.62 %
310-304000-344560 A1A Parking Lot	621,475.00	621,475.00	49,055.69	49,055.69	-572,419.31	7.89 %
310-304000-344563 Bougainvilla/ Poinciana	195,000.00	195,000.00	17,764.80	17,764.80	-177,235.20	9.11 %
Department: 304000 - Charges for Services Total:	2,881,499.00	2,881,499.00	256,918.22	256,918.22	-2,624,580.78	8.92%
Department: 305000 - Fines & Forfeitures						
310-305000-354100 Parking Fines	110,000.00	110,000.00	1,707.00	1,707.00	-108,293.00	1.55 %
Department: 305000 - Fines & Forfeitures Total:	110,000.00	110,000.00	1,707.00	1,707.00	-108,293.00	1.55%
Department: 306000 - Miscellaneous Revenues						
310-306000-361100 Interest Earnings	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %
310-306000-362001 Bougainvilla Rent	147,600.00	147,600.00	12,527.31	12,527.31	-135,072.69	8.49 %
Department: 306000 - Miscellaneous Revenues Total:	149,600.00	149,600.00	12,527.31	12,527.31	-137,072.69	8.37%
Department: 545000 - Parking Operations						
310-545000-500120 Regular Salaries	218,573.00	218,573.00	18,936.50	18,936.50	199,636.50	8.66 %
310-545000-500140 Overtime Salaries	4,000.00	4,000.00	-72.01	-72.01	4,072.01	-1.80 %
310-545000-500210 Employer Fica Taxes	16,721.00	16,721.00	1,278.70	1,278.70	15,442.30	7.65 %
310-545000-500220 Retirement	41,677.00	41,677.00	3,173.91	3,173.91	38,503.09	7.62 %
310-545000-500230 Group Insurance	62,000.00	62,000.00	3,436.72	3,436.72	58,563.28	5.54 %
310-545000-500345 Contractual Services	510,000.00	510,000.00	18,435.11	18,435.11	491,564.89	3.61 %
310-545000-500353 Parking Alternatives	175,000.00	175,000.00	11,197.04	11,197.04	163,802.96	6.40 %
310-545000-500410 Communications	3,500.00	3,500.00	140.33	140.33	3,359.67	4.01 %
310-545000-500430 Electric Service	9,600.00	9,600.00	557.05	557.05	9,042.95	5.80 %
310-545000-500431 Water Service	27,500.00	27,500.00	932.06	932.06	26,567.94	3.39 %
310-545000-500445 Equip Rent/lease	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00 %
310-545000-500461 Vehicle Maintenance	11,000.00	11,000.00	0.00	0.00	11,000.00	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 10/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
310-545000-500462	Fuel	25,000.00	25,000.00	1,087.74	1,087.74	23,912.26	4.35 %
310-545000-500463	Service Maintenance Contracts	45,000.00	45,000.00	4,560.00	4,560.00	40,440.00	10.13 %
310-545000-500497	Contingency	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
310-545000-500506	Printing & Binding	13,000.00	13,000.00	0.00	0.00	13,000.00	0.00 %
310-545000-500508	Postage	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
310-545000-500510	Office Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
310-545000-500525	Uniform Expense	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
310-545000-500532	Signs	13,000.00	13,000.00	714.98	714.98	12,285.02	5.50 %
310-545000-500533	Parking Meter Parts-supplies	38,000.00	38,000.00	0.00	0.00	38,000.00	0.00 %
310-545000-500545	Training	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500550	Operating Expenses	35,000.00	35,000.00	946.99	946.99	34,053.01	2.71 %
310-545000-500630	Cap Outlay Imp Other Than Bldg	14,000.00	14,000.00	0.00	0.00	14,000.00	0.00 %
310-545000-500640	Capital Outlay - Equipt & Mach	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
310-545000-500644	Capital Outlay-vehicles	22,824.00	22,824.00	804.71	804.71	22,019.29	3.53 %
Department: 545000 - Parking Operations Total:		1,361,895.00	1,361,895.00	66,129.83	66,129.83	1,295,765.17	4.86%
Department: 545152 - Land Acquisitions							
310-545152-500611	Land Acquisition	800,000.00	800,000.00	0.00	0.00	800,000.00	0.00 %
Department: 545152 - Land Acquisitions Total:		800,000.00	800,000.00	0.00	0.00	800,000.00	0.00%
Department: 581100 - Interfund Transfers							
310-581100-500910	Transfer To CIP Fund	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	0.00 %
Department: 581100 - Interfund Transfers Total:		1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	0.00%
Fund: 310 - Parking Fund Surplus (Deficit):		0.00	0.00	205,022.70	205,022.70	205,022.70	0.00%
Report Surplus (Deficit):		0.00	0.00	-884,182.35	-884,182.35	-884,182.35	0.00%

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
000000 - NonDesignated	509,526.00	509,526.00	0.00	0.00	-509,526.00	0.00%
301000 - Ad Valorem Property Taxes	12,550,550.00	12,550,550.00	0.00	0.00	-12,550,550.00	0.00%
301100 - Utility Taxes	1,170,700.00	1,170,700.00	0.00	0.00	-1,170,700.00	0.00%
301600 - Franchise Taxes	851,799.00	851,799.00	0.00	0.00	-851,799.00	0.00%
302000 - Licenses & Permits	145,000.00	145,000.00	36,508.64	36,508.64	-108,491.36	25.18%
303000 - Intergovernmental Revenues	1,171,584.00	1,171,584.00	26,653.86	26,653.86	-1,144,930.14	2.28%
304000 - Charges for Services	14,850.00	14,850.00	280.00	280.00	-14,570.00	1.89%
305000 - Fines & Forfeitures	60,000.00	60,000.00	42,000.00	42,000.00	-18,000.00	70.00%
306000 - Miscellaneous Revenues	298,135.00	298,135.00	18,826.61	18,826.61	-279,308.39	6.31%
511000 - Commission	320,171.00	320,171.00	15,903.13	15,903.13	304,267.87	4.97%
511100 - Donation-Non Profits	66,500.00	66,500.00	50,000.00	50,000.00	16,500.00	75.19%
511200 - Visitor Center	148,638.00	148,638.00	3,878.56	3,878.56	144,759.44	2.61%
513000 - Administration	1,237,057.00	1,237,057.00	66,917.09	66,917.09	1,170,139.91	5.41%
514000 - Town Attorney	458,000.00	458,000.00	14,015.20	14,015.20	443,984.80	3.06%
519000 - General	1,254,425.00	1,254,425.00	201,461.03	201,461.03	1,052,963.97	16.06%
519100 - Tourism and Community Outreach	562,269.00	562,269.00	12,614.54	12,614.54	549,654.46	2.24%
521000 - Police Department	6,106,142.00	6,106,142.00	499,844.92	499,844.92	5,606,297.08	8.19%
523000 - Emergency Medical Services	460,000.00	460,000.00	38,333.33	38,333.33	421,666.67	8.33%
524000 - Development Services	861,398.00	861,398.00	51,218.18	51,218.18	810,179.82	5.95%
541100 - Mun Srvc - Public Works Div	3,834,144.00	3,834,144.00	181,732.89	181,732.89	3,652,411.11	4.74%
572000 - Recreation	113,400.00	113,400.00	10,769.76	10,769.76	102,630.24	9.50%
581100 - Interfund Transfers	-1,350,000.00	-1,350,000.00	0.00	0.00	1,350,000.00	0.00%
Fund: 001 - General Fund Surplus (Deficit):	0.00	0.00	-1,022,419.52	-1,022,419.52	-1,022,419.52	0.00%
Fund: 102 - Building Fund						
000000 - NonDesignated	115,000.00	115,000.00	0.00	0.00	-115,000.00	0.00%
302100 - Building Permit and Inpection	1,138,593.00	1,138,593.00	145,417.35	145,417.35	-993,175.65	12.77%
524100 - Building	1,253,593.00	1,253,593.00	6,367.87	6,367.87	1,247,225.13	0.51%
Fund: 102 - Building Fund Surplus (Deficit):	0.00	0.00	139,049.48	139,049.48	139,049.48	0.00%
Fund: 103 - Sewer Fund						
000000 - NonDesignated	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00%
304000 - Charges for Services	1,605,217.00	1,605,217.00	0.00	0.00	-1,605,217.00	0.00%
306000 - Miscellaneous Revenues	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00%
535000 - Sanitary Sewers	1,707,217.00	1,707,217.00	88,095.36	88,095.36	1,619,121.64	5.16%
Fund: 103 - Sewer Fund Surplus (Deficit):	0.00	0.00	-88,095.36	-88,095.36	-88,095.36	0.00%
Fund: 115 - Fire Fund						
000000 - NonDesignated	198,985.00	198,985.00	0.00	0.00	-198,985.00	0.00%
301050 - Fire Assessment	1,135,015.00	1,135,015.00	0.00	0.00	-1,135,015.00	0.00%
304000 - Charges for Services	37,000.00	37,000.00	21,195.00	21,195.00	-15,805.00	57.28%
306000 - Miscellaneous Revenues	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00%
522000 - Fire Department	1,372,000.00	1,372,000.00	79,483.34	79,483.34	1,292,516.66	5.79%
Fund: 115 - Fire Fund Surplus (Deficit):	0.00	0.00	-58,288.34	-58,288.34	-58,288.34	0.00%
Fund: 300 - Capital Project Fund						
000000 - NonDesignated	2,171,905.00	2,171,905.00	0.00	0.00	-2,171,905.00	0.00%
306000 - Miscellaneous Revenues	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00%
519000 - General	128,560.00	128,560.00	4,771.15	4,771.15	123,788.85	3.71%
539100 - 75th Anniversary Art Installation	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00%
541102 - Downtown Enhancement	2,000,000.00	2,000,000.00	0.00	0.00	2,000,000.00	0.00%
541103 - Opticome Emergency Vehicle System	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00%
559025 - Bel Air - Sewall Repair - East	366,678.00	366,678.00	0.00	0.00	366,678.00	0.00%
559026 - Canal Dredging	75,000.00	75,000.00	1,400.00	1,400.00	73,600.00	1.87%
559027 - Storm Water Rate Study	65,000.00	65,000.00	0.00	0.00	65,000.00	0.00%
572200 - Beach Renourishment	116,667.00	116,667.00	0.00	0.00	116,667.00	0.00%
575201 - Pedestrian Amenities	75,000.00	75,000.00	53,280.16	53,280.16	21,719.84	71.04%
577100 - Friedt Park	700,000.00	700,000.00	0.00	0.00	700,000.00	0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 10/31/2023

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
579162 - El Mar Drive	300,000.00	300,000.00	0.00	0.00	300,000.00	0.00%
580300 - Entry Feature&Traffic Calm	150,000.00	150,000.00	0.00	0.00	150,000.00	0.00%
581100 - Interfund Transfers	2,000,000.00	2,000,000.00	0.00	0.00	-2,000,000.00	0.00%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-59,451.31	-59,451.31	-59,451.31	0.00%
Fund: 310 - Parking Fund						
302000 - Licenses & Permits	20,796.00	20,796.00	0.00	0.00	-20,796.00	0.00%
304000 - Charges for Services	2,881,499.00	2,881,499.00	256,918.22	256,918.22	-2,624,580.78	8.92%
305000 - Fines & Forfeitures	110,000.00	110,000.00	1,707.00	1,707.00	-108,293.00	1.55%
306000 - Miscellaneous Revenues	149,600.00	149,600.00	12,527.31	12,527.31	-137,072.69	8.37%
545000 - Parking Operations	1,361,895.00	1,361,895.00	66,129.83	66,129.83	1,295,765.17	4.86%
545152 - Land Acquisitions	800,000.00	800,000.00	0.00	0.00	800,000.00	0.00%
581100 - Interfund Transfers	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	0.00%
Fund: 310 - Parking Fund Surplus (Deficit):	0.00	0.00	205,022.70	205,022.70	205,022.70	0.00%
Report Surplus (Deficit):	0.00	0.00	-884,182.35	-884,182.35	-884,182.35	0.00%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - General Fund	0.00	0.00	-1,022,419.52	-1,022,419.52	-1,022,419.52
102 - Building Fund	0.00	0.00	139,049.48	139,049.48	139,049.48
103 - Sewer Fund	0.00	0.00	-88,095.36	-88,095.36	-88,095.36
115 - Fire Fund	0.00	0.00	-58,288.34	-58,288.34	-58,288.34
300 - Capital Project Fund	0.00	0.00	-59,451.31	-59,451.31	-59,451.31
310 - Parking Fund	0.00	0.00	205,022.70	205,022.70	205,022.70
Report Surplus (Deficit):	0.00	0.00	-884,182.35	-884,182.35	-884,182.35

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of October 31,2023

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 10/31/2023	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
001 General Fund:									
SunTrust	101.000	8015	Master Account	Advantage NOW	SunTrust	5,247,398.54	1.00%	5,812.25	5,812.25
SunTrust	101.009	6876	Emergency Reserve	Advantage NOW	SunTrust	2,500,000.00	1.00%	Included Above	Included Above
GENERAL FUND						7,747,398.54		5,812.25	5,812.25
SBA	101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	184,998.77	5.60%	876.42	876.42
SBA	101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	89,754.54	5.60%	425.19	425.19
GENERAL FUND						274,753.31		1,301.61	1,301.61
GENERAL FUND						8,022,151.85		7,113.86	7,113.86
101 Police Forfeiture & Training									
SunTrust	101.100	9613	Police Forfeiture Fund	Advantage NOW	SunTrust	15,659.60	1.00%	Included Above	Included Above
POLICE FUND						15,659.60		0.00	0.00
103 Sewer Enterprise Fund									
SunTrust	101.105	9999	Cash	Advantage NOW	SunTrust	1,505,633.33	1.00%	1,106.45	1,106.45
SEWER FUND						1,505,633.33		1,106.45	1,106.45
115 Fire Fund:									
SunTrust	101.109	5379	Fire Fund Account	Advantage NOW		825,263.64	1.00%	554.07	554.07
FIRE FUND						825,263.64		554.07	554.07
300 Capital Improvement Fund:									
SunTrust	101.115	0010	Cash	Advantage NOW	SunTrust	1,858,236.75	1.00%	1,664.26	1,664.26
CAPITAL IMPROVEMENT FUND						1,858,236.75		1,664.26	1,664.26
310 Parking Improvement Fund									
SunTrust	101.125	0120	Parking Improvement Account	Advantage NOW	SunTrust	5,231,542.53	1.00%	3,890.73	3,890.73
SunTrust	101.128	8554	PILOP Account	Advantage NOW	SunTrust	148,871.00	1.00%	106.43	106.43
PARKING FUND						5,380,413.53		3,997.16	3,997.16
102 Building Fund									
SunTrust	101.104	8686	Building Account	Advantage NOW	SunTrust	1,400,155.07	1.00%	1,123.14	1,123.14
BUILDING FUND						1,400,155.07		1123.14	1,123.14
ALL FUNDS						19,007,513.77		15,558.94	15,558.94

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of October 31,2023

Summary by Investment Type		Amount	Percent
Interest Bearing Checking		18,732,760.46	99%
Non-interest Bearing Checking		0.00	0%
SBA Trust Fund/Pools		274,753.31	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		19,007,513.77	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	8,022,151.85	42%
	Police Fund	15,659.60	0%
	Sewer Fund	1,505,633.33	8%
	Fire Fund	825,263.64	4%
	Building Fund	1,400,155.07	7%
	Capital Improvement Fund	1,858,236.75	10%
	Parking Fund	5,380,413.53	28%
GRAND TOTAL		19,007,513.77	100%

Summary by Bank/Pool		Amount	Percent
	SunTrust	18,732,760.46	99%
	Florida Prime/State Board of Admin.	274,753.31	1%
GRAND TOTAL		19,007,513.77	100%



Agenda Item No: 8.b.

Town Commission Agenda Item Report

Meeting Date: January 23, 2024

Submitted By: Lucila Lang, Finance Director

Submitting Department: Finance

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: November 2023 Finance Report

Explanation: Presented is the November 2023 financial report which consists of the attached Revenue/Expenditure Report (Exhibit 2) and the Cash & Investment Report (Exhibit 3). At the end of November, the Town was 16.67% through the fiscal year.

Recommendation: N/A

Exhibits:

1. November 2023 Finance Report
2. November 2023 Revenue-Expenditure Report
3. November 2023 Cash-Investment Report

The following is a summary of the operating results through 11/30/23:

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	\$ 16,922,144.00	\$ 509,526.00	\$ 16,412,618.00	\$ 3,430,013.09	20.90%	\$ 2,644,189.50	16.11%	\$ 785,823.59
Building Fund	\$ 1,253,593.00	\$ 115,000.00	\$ 1,138,593.00	\$ 249,695.26	21.93%	\$ 21,455.09	1.88%	\$ 228,240.17
Sewer Fund	\$ 1,707,217.00	\$ 100,000.00	\$ 1,607,217.00	\$ 96,863.95	6.03%	\$ 187,818.71	11.69%	\$ (90,954.76)
Fire Fund	\$ 1,372,000.00	\$ 198,985.00	\$ 1,173,015.00	\$ 286,255.16	24.40%	\$ 159,745.48	13.62%	\$ 126,509.68
Capital Fund	\$ 4,176,905.00	\$ 2,171,905.00	\$ 2,005,000.00	\$ 626,664.26	31.26%	\$ 1,713,764.88	41.03%	\$ (1,087,100.62)
Parking Fund	\$ 3,161,895.00	\$ -	\$ 3,161,895.00	\$ 564,520.57	17.85%	\$ 386,791.00	12.23%	\$ 177,729.57
Grand Total	\$ 28,593,754.00	\$ 3,095,416.00	\$ 25,498,338.00	\$ 5,254,012.29		\$ 5,113,764.66		\$ 140,247.63

Notable items this month are as follows:

General Fund

- During November, the Town collected \$2,957,154.81 in ad valorem revenues. This is consistent with the Town's expectations. The largest bulk of this revenue is usually received in December.
- All other revenues and expenses are within expectations for the 2nd month of the fiscal year.

Building Fund

- CAP's billing has not been received and will be processed upon receipt.

Sewer Fund

- Sewer revenues and expenditures are within budget.

Fire Fund

- During the month of November, the Town received \$258,838.61 in Fire Assessment Fee revenues which is 22.80% of the amount that was budgeted.

Capital Projects Fund

- Activity for the month of November for capital projects is displayed in the chart below:

NOVEMBER, 2023 REPORT INFORMATION					
CIP Projects	Budget	YTD Expenditures	November Expenditures	% Completion	Comments
75th Anniversary Art Installation	\$ 125,000.00	\$ -	\$ -	0.00%	No activity for the month of November.
Downtown Enhancement	\$ 2,000,000.00	\$ 1,547,402.20	\$ 1,547,402.20	77.37%	Payments made to Flynn Engineering and State Contracting & Engineering Corp.
Opticome Emergency Vehicle System	\$ 75,000.00	\$ -	\$ -	0.00%	No activity for the month of November.
Bel-Air-Seawall Repair	\$ 366,678.00	\$ -	\$ -	0.00%	No activity for the month of November.
Canal Dredging	\$ 75,000.00	\$ 1,400.00	\$ -	1.87%	No activity for the month of November.
Storm Water Rate Study	\$ 65,000.00	\$ -	\$ -	0.00%	No activity for the month of November.
Beach Renourishment	\$ 116,667.00	\$ -	\$ -	0.00%	No activity for the month of November.
Pedestrian Amenities	\$ 75,000.00	\$ 53,280.16	\$ -	71.04%	No activity for the month of November.
Friedt Park	\$ 700,000.00	\$ -	\$ -	0.00%	No activity for the month of November.
El Mar Drive	\$ 300,000.00	\$ 97,975.30	\$ 97,975.30	32.66%	Payments made to The Paving Lady, Inc. & Architectural Alliance.
Entry Feature & Traffic Calm	\$ 150,000.00	\$ -	\$ -	0.00%	No activity for the month of November.
Totals:	\$ 4,048,345.00	\$ 1,700,057.66	\$ 1,645,377.50		

Parking Fund

- Parking revenues are a bit below expectations while expenditures are within expectations.

Below is a breakdown of revenue by lots:

	July, 2023		August, 2023		September, 2023		October, 2023		November, 2023	
South Ocean	\$ 26,750.96	\$ 2,690.03	\$ 23,363.32	\$ 778.31	\$ 17,455.34	\$ 2,912.40	\$ 20,998.05	\$ 6,061.85	\$ 18,045.64	\$ (87.64)
Ocean Front Meters	\$ 49,782.49	\$ 9,343.16	\$ 41,430.72	\$ (4,566.43)	\$ 31,413.74	\$ (4,946.62)	\$ 33,440.88	\$ (620.27)	\$ 30,489.77	\$ (6,185.52)
Commercial Blvd. Meters	\$ 8,092.04	\$ 2,358.74	\$ 9,261.55	\$ 2,145.47	\$ 7,414.29	\$ 4,734.41	\$ 8,943.82	\$ 4,196.62	\$ 7,705.20	\$ 752.55
Parking Meters-Beach	\$ 23,067.41	\$ 5,245.50	\$ 21,695.42	\$ (1,913.40)	\$ 15,551.52	\$ (236.59)	\$ 16,073.85	\$ 2,017.05	\$ 12,902.60	\$ (2,178.03)
Palm Portal-FDG	\$ 15,964.91	\$ 2,261.77	\$ 14,667.43	\$ 1,706.57	\$ 10,081.87	\$ 1,142.32	\$ 10,131.75	\$ 1,585.05	\$ 8,253.61	\$ (199.82)
El Prado Parking Lot	\$ 55,887.40	\$ (3,314.97)	\$ 58,474.21	\$ 4,784.52	\$ 41,825.62	\$ 907.08	\$ 46,003.41	\$ 9,256.98	\$ 38,171.41	\$ (4,660.63)
Town Hall Parking Lot	\$ 4,175.29	\$ 797.42	\$ 1,651.08	\$ 193.44	\$ 1,137.97	\$ (912.42)	\$ 1,156.33	\$ (58.56)	\$ 717.73	\$ (365.54)
El Mar Parking Lot	\$ 24,714.59	\$ 592.56	\$ 24,791.91	\$ (3,763.92)	\$ 18,288.75	\$ (1,953.39)	\$ 21,704.64	\$ (363.38)	\$ 19,433.09	\$ (5,620.32)
A1A Parking Lot	\$ 63,036.67	\$ 3,297.50	\$ 59,120.46	\$ 2,174.50	\$ 39,620.90	\$ 1,864.50	\$ 49,055.69	\$ 8,407.35	\$ 43,740.47	\$ (2,746.45)
Bougainvillea/Poinciana	\$ 23,682.87	\$ 6,317.29	\$ 20,876.01	\$ 5,261.34	\$ 16,257.46	\$ 4,189.34	\$ 17,764.80	\$ 6,560.66	\$ 15,926.19	\$ 3,205.60
Monthly Total:	\$ 295,154.63		\$ 275,332.11		\$ 199,047.46		\$ 225,273.22		\$ 195,385.71	
<i>Difference from last year \$:</i>	<i>\$ 29,589.00</i>		<i>\$ 6,800.40</i>		<i>\$ 7,701.03</i>		<i>\$ 37,043.35</i>		<i>\$ (18,085.80)</i>	
<i>Difference from last year %:</i>	<i>11.14%</i>		<i>2.53%</i>		<i>4.02%</i>		<i>19.68%</i>		<i>-8.47%</i>	

Note:

- November 2023 parking lot revenue was 8.47% lower than November 2022.
- Weather during the month of November was very poor-lots of rain.

The top producing lots for the month of November were:

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

In addition to the detailed information of parking revenues, the following chart shows the collection of parking fines that are collected at Town Hall, Municipal Citations and RTR Financial Services, Inc. that is assisting with the past due uncollected parking fines.

Parking Fines	June 2023	July 2023	August 2023	September 2023	October 2023	November 2023
	\$ 25,689.13	\$ 1,220.00	\$ 19,535.00	\$ 15,135.00	\$ 1,707.00	\$ 1,655.00



Lauderdale-By-The-Sea, FL

Budget Report Account Summary

For Fiscal: 2023-2024 Period Ending: 11/30/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
Department: 000000 - NonDesignated						
001-000000-380200 Appropriated Fund Balance	509,526.00	509,526.00	0.00	0.00	-509,526.00	0.00 %
Department: 000000 - NonDesignated Total:	509,526.00	509,526.00	0.00	0.00	-509,526.00	0.00%
Department: 301000 - Ad Valorem Property Taxes						
001-301000-311100 Ad Valorem Property Taxes	12,550,550.00	12,550,550.00	2,957,154.81	2,957,154.81	-9,593,395.19	23.56 %
Department: 301000 - Ad Valorem Property Taxes Total:	12,550,550.00	12,550,550.00	2,957,154.81	2,957,154.81	-9,593,395.19	23.56%
Department: 301100 - Utility Taxes						
001-301100-311101 Fpl Utility Tax	966,700.00	966,700.00	108,130.14	108,130.14	-858,569.86	11.19 %
001-301100-311440 Gas Utility Tax	22,000.00	22,000.00	955.23	955.23	-21,044.77	4.34 %
001-301100-314300 Water Utility Tax	182,000.00	182,000.00	9,141.22	9,141.22	-172,858.78	5.02 %
Department: 301100 - Utility Taxes Total:	1,170,700.00	1,170,700.00	118,226.59	118,226.59	-1,052,473.41	10.10%
Department: 301600 - Franchise Taxes						
001-301600-313100 Fl Power & Light Franchise	663,000.00	663,000.00	83,048.54	83,048.54	-579,951.46	12.53 %
001-301600-313300 Waste Franchise Collection	156,999.00	156,999.00	14,248.48	14,248.48	-142,750.52	9.08 %
001-301600-313301 Waste Franchise Adm-fee	9,000.00	9,000.00	0.00	0.00	-9,000.00	0.00 %
001-301600-313400 Gas Franchise	22,000.00	22,000.00	838.82	838.82	-21,161.18	3.81 %
001-301600-313600 Towing Franchise Fees	800.00	800.00	0.00	0.00	-800.00	0.00 %
Department: 301600 - Franchise Taxes Total:	851,799.00	851,799.00	98,135.84	98,135.84	-753,663.16	11.52%
Department: 302000 - Licenses & Permits						
001-302000-321100 Business License Taxes	100,000.00	100,000.00	5,802.20	31,965.84	-68,034.16	31.97 %
001-302000-321110 Sidewalk Cafe Row	40,000.00	40,000.00	-2,705.00	7,540.00	-32,460.00	18.85 %
001-302000-322150 Miscellaneous Permits	500.00	500.00	603.16	703.16	203.16	140.63 %
001-302000-322250 Zoning Permit & Fees	2,500.00	2,500.00	30.00	30.00	-2,470.00	1.20 %
001-302000-322400 Sign Permits	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %
Department: 302000 - Licenses & Permits Total:	145,000.00	145,000.00	3,730.36	40,239.00	-104,761.00	27.75%
Department: 303000 - Intergovernmental Revenues						
001-303000-311120 Municipal Revenue Sharing	180,000.00	180,000.00	17,703.59	35,407.17	-144,592.83	19.67 %
001-303000-311150 Alcoholic Beverage License	16,700.00	16,700.00	0.00	0.00	-16,700.00	0.00 %
001-303000-311180 Sales Tax	500,000.00	500,000.00	40,013.74	40,013.74	-459,986.26	8.00 %
001-303000-312410 Local Op Gas Tax 1 - 6 Cent	67,500.00	67,500.00	4,972.43	10,270.45	-57,229.55	15.22 %
001-303000-312420 Local Op Gas Tax 2 - 5 Cent	48,000.00	48,000.00	3,361.66	7,013.92	-40,986.08	14.61 %
001-303000-315100 Communication Service Tax	325,000.00	325,000.00	22,990.56	22,990.56	-302,009.44	7.07 %
001-303000-334915 Fdot-reimbursable Grant	34,384.00	34,384.00	0.00	0.00	-34,384.00	0.00 %
Department: 303000 - Intergovernmental Revenues Total:	1,171,584.00	1,171,584.00	89,041.98	115,695.84	-1,055,888.16	9.88%
Department: 304000 - Charges for Services						
001-304000-343902 Site Plan Application Fees	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %
001-304000-347500 Tennis - Shuffle Key	12,850.00	12,850.00	80.00	360.00	-12,490.00	2.80 %
Department: 304000 - Charges for Services Total:	14,850.00	14,850.00	80.00	360.00	-14,490.00	2.42%
Department: 305000 - Fines & Forfeitures						
001-305000-354150 Fines,trafficviolation,citatio	32,000.00	32,000.00	3,923.46	3,923.46	-28,076.54	12.26 %
001-305000-354160 Code Enforcement Fines	25,000.00	25,000.00	0.00	42,000.00	17,000.00	168.00 %
001-305000-359100 Other Fines & Alarms	3,000.00	3,000.00	0.00	0.00	-3,000.00	0.00 %
Department: 305000 - Fines & Forfeitures Total:	60,000.00	60,000.00	3,923.46	45,923.46	-14,076.54	76.54%
Department: 306000 - Miscellaneous Revenues						
001-306000-361100 Interest Earnings	25,000.00	25,000.00	8,308.91	9,635.52	-15,364.48	38.54 %
001-306000-362000 Rent/lease Royalties	120,000.00	120,000.00	10,000.00	21,800.00	-98,200.00	18.17 %
001-306000-365400 Recycling Revenue	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
001-306000-366100 Donations	10,000.00	10,000.00	13,850.00	13,850.00	3,850.00	138.50 %
001-306000-369100 Miscellaneous Revenues	101,135.00	101,135.00	-403.00	1,647.00	-99,488.00	1.63 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Used
001-306000-369200	Miscellaneous Applications	15,000.00	15,000.00	1,315.00	1,665.00	-13,335.00	11.10 %
001-306000-369201	Miscellaneous Merchandisesales	5,000.00	5,000.00	329.68	329.68	-4,670.32	6.59 %
001-306000-369250	Recreational Activities Fee	1,500.00	1,500.00	1,950.35	5,250.35	3,750.35	350.02 %
001-306000-369500	miscellaneous Lobbyist	500.00	500.00	100.00	100.00	-400.00	20.00 %
001-306000-369901	Insurance Reimbursement	15,000.00	15,000.00	0.00	0.00	-15,000.00	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		298,135.00	298,135.00	35,450.94	54,277.55	-243,857.45	18.21%
Department: 511000 - Commission							
001-511000-500110	Commission Salaries	122,556.00	122,556.00	6,684.68	9,793.86	112,762.14	7.99 %
001-511000-500210	Employer Fica Taxes	9,491.00	9,491.00	459.56	671.48	8,819.52	7.07 %
001-511000-500220	Retirement	55,124.00	55,124.00	0.00	5,473.36	49,650.64	9.93 %
001-511000-500230	Group Insurance	80,000.00	80,000.00	4,624.39	9,131.71	70,868.29	11.41 %
001-511000-500345	Contractual Services	7,300.00	7,300.00	56.25	150.00	7,150.00	2.05 %
001-511000-500510	Office Supplies	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
001-511000-500512	Elections	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
001-511000-500540	Dues & Subscriptions	3,000.00	3,000.00	0.00	858.00	2,142.00	28.60 %
001-511000-500545	Training	6,000.00	6,000.00	77.40	1,677.00	4,323.00	27.95 %
001-511000-500550	Operating Expenses	15,200.00	15,200.00	802.82	852.82	14,347.18	5.61 %
Department: 511000 - Commission Total:		320,171.00	320,171.00	12,705.10	28,608.23	291,562.77	8.94%
Department: 511100 - Donation-Non Profits							
001-511100-500820	Donations-aids To Private Org	66,500.00	66,500.00	6,000.00	56,000.00	10,500.00	84.21 %
Department: 511100 - Donation-Non Profits Total:		66,500.00	66,500.00	6,000.00	56,000.00	10,500.00	84.21%
Department: 511200 - Visitor Center							
001-511200-500120	Regular Salaries	76,967.00	76,967.00	2,866.35	4,208.82	72,758.18	5.47 %
001-511200-500210	Employer Fica Taxes	5,966.00	5,966.00	219.27	321.97	5,644.03	5.40 %
001-511200-500220	Retirement	13,130.00	13,130.00	0.00	509.41	12,620.59	3.88 %
001-511200-500230	Group Insurance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
001-511200-500340	Sewer/wastewater	4,200.00	4,200.00	225.77	485.54	3,714.46	11.56 %
001-511200-500345	Contractual Services	10,000.00	10,000.00	0.00	63.75	9,936.25	0.64 %
001-511200-500430	Electric Service	2,000.00	2,000.00	124.67	265.58	1,734.42	13.28 %
001-511200-500431	Water Service	5,050.00	5,050.00	317.33	670.13	4,379.87	13.27 %
001-511200-500463	Service Maintenance Contracts	3,000.00	3,000.00	61.19	122.38	2,877.62	4.08 %
001-511200-500495	Special Events	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
001-511200-500506	Printing & Binding	5,775.00	5,775.00	0.00	0.00	5,775.00	0.00 %
001-511200-500520	Bldg. Maintenance	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
001-511200-500550	Operating Expenses	8,050.00	8,050.00	0.00	1,045.56	7,004.44	12.99 %
Department: 511200 - Visitor Center Total:		148,638.00	148,638.00	3,814.58	7,693.14	140,944.86	5.18%
Department: 513000 - Administration							
001-513000-500120	Regular Salaries	633,527.00	633,527.00	50,095.40	76,208.14	557,318.86	12.03 %
001-513000-500140	Overtime Salaries	4,000.00	4,000.00	851.30	962.37	3,037.63	24.06 %
001-513000-500210	Employer Fica Taxes	48,962.00	48,962.00	2,748.98	4,446.71	44,515.29	9.08 %
001-513000-500220	Retirement	147,570.00	147,570.00	230.44	20,443.16	127,126.84	13.85 %
001-513000-500230	Group Insurance	135,000.00	135,000.00	8,685.15	16,933.11	118,066.89	12.54 %
001-513000-500315	Professional Services	34,500.00	34,500.00	0.00	0.00	34,500.00	0.00 %
001-513000-500320	Audit Expense	47,000.00	47,000.00	0.00	500.00	46,500.00	1.06 %
001-513000-500344	Hr Expenses	5,000.00	5,000.00	128.00	178.00	4,822.00	3.56 %
001-513000-500345	Contractual Services	52,900.00	52,900.00	6,717.40	11,851.55	41,048.45	22.40 %
001-513000-500463	Service Maintenance Contracts	53,973.00	53,973.00	4,681.63	5,519.69	48,453.31	10.23 %
001-513000-500506	Printing & Binding	4,200.00	4,200.00	0.00	0.00	4,200.00	0.00 %
001-513000-500508	Postage	6,500.00	6,500.00	2,637.78	3,212.88	3,287.12	49.43 %
001-513000-500510	Office Supplies	8,000.00	8,000.00	96.39	1,126.07	6,873.93	14.08 %
001-513000-500525	Uniform Expense	500.00	500.00	0.00	0.00	500.00	0.00 %
001-513000-500540	Dues & Subscriptions	9,675.00	9,675.00	1,110.00	2,777.73	6,897.27	28.71 %
001-513000-500545	Training	22,000.00	22,000.00	815.00	1,738.39	20,261.61	7.90 %
001-513000-500550	Operating Expenses	23,750.00	23,750.00	3,081.68	2,898.44	20,851.56	12.20 %
Department: 513000 - Administration Total:		1,237,057.00	1,237,057.00	81,879.15	148,796.24	1,088,260.76	12.03%
Department: 514000 - Town Attorney							
001-514000-500310	Legal Expense	360,000.00	360,000.00	17,098.80	30,489.00	329,511.00	8.47 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-514000-500314	Litigation	98,000.00	98,000.00	0.00	625.00	97,375.00	0.64 %
Department: 514000 - Town Attorney Total:		458,000.00	458,000.00	17,098.80	31,114.00	426,886.00	6.79%
Department: 519000 - General							
001-519000-500311	Advertisements	7,500.00	7,500.00	0.00	185.30	7,314.70	2.47 %
001-519000-500315	Professional Services	260,500.00	260,500.00	9,626.27	30,681.91	229,818.09	11.78 %
001-519000-500345	Contractual Services	100,700.00	100,700.00	998.40	17,963.63	82,736.37	17.84 %
001-519000-500349	Community Mobility Services	250,000.00	250,000.00	19,734.24	39,468.48	210,531.52	15.79 %
001-519000-500451	Auto, Property & Liability Ins	279,500.00	279,500.00	61,879.25	185,637.75	93,862.25	66.42 %
001-519000-500452	Workers Compensation Insur	82,000.00	82,000.00	0.00	12,205.75	69,794.25	14.89 %
001-519000-500463	Service Maintenance Contracts	22,000.00	22,000.00	6,000.00	6,000.00	16,000.00	27.27 %
001-519000-500497	Contingency	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
001-519000-500506	Printing & Binding	0.00	0.00	1,495.50	1,495.50	-1,495.50	0.00 %
001-519000-500525	Uniform Expense	225.00	225.00	0.00	0.00	225.00	0.00 %
001-519000-500550	Operating Expenses	92,000.00	92,000.00	63,655.81	63,655.81	28,344.19	69.19 %
001-519000-500552	Recycling And Solid Waste Exp	60,000.00	60,000.00	10,552.55	18,108.92	41,891.08	30.18 %
Department: 519000 - General Total:		1,254,425.00	1,254,425.00	173,942.02	375,403.05	879,021.95	29.93%
Department: 519100 - Tourism and Community Outreach							
001-519100-500120	Regular Salaries	139,769.00	139,769.00	5,154.57	7,744.00	132,025.00	5.54 %
001-519100-500140	Overtime Salaries	5,000.00	5,000.00	221.88	221.88	4,778.12	4.44 %
001-519100-500210	Employer Fica Taxes	11,113.00	11,113.00	411.58	609.81	10,503.19	5.49 %
001-519100-500220	Retirement	19,713.00	19,713.00	0.00	1,023.67	18,689.33	5.19 %
001-519100-500230	Group Insurance	30,000.00	30,000.00	1,004.50	2,007.94	27,992.06	6.69 %
001-519100-500311	Advertisements	23,000.00	23,000.00	0.00	0.00	23,000.00	0.00 %
001-519100-500315	Professional Services	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
001-519100-500345	Contractual Services	6,524.00	6,524.00	0.00	0.00	6,524.00	0.00 %
001-519100-500347	Programs	10,300.00	10,300.00	1,063.00	1,098.97	9,201.03	10.67 %
001-519100-500495	Special Events	240,800.00	240,800.00	9,393.64	17,132.44	223,667.56	7.11 %
001-519100-500506	Printing & Binding	12,000.00	12,000.00	1,495.50	1,495.50	10,504.50	12.46 %
001-519100-500540	Dues & Subscriptions	2,800.00	2,800.00	0.00	25.00	2,775.00	0.89 %
001-519100-500550	Operating Expenses	1,250.00	1,250.00	0.00	0.00	1,250.00	0.00 %
Department: 519100 - Tourism and Community Outreach Total:		562,269.00	562,269.00	18,744.67	31,359.21	530,909.79	5.58%
Department: 521000 - Police Department							
001-521000-500141	Bso Overtime	80,000.00	80,000.00	0.00	0.00	80,000.00	0.00 %
001-521000-500345	Contractual Services	5,998,142.00	5,998,142.00	463,537.18	963,382.10	5,034,759.90	16.06 %
001-521000-500352	Contract Services	7,000.00	7,000.00	4,996.19	4,996.19	2,003.81	71.37 %
001-521000-500520	Bldg. Maintenance	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
001-521000-500550	Operating Expenses	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00 %
001-521000-500640	Capital Outlay - Equipt & Mach	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %
Department: 521000 - Police Department Total:		6,106,142.00	6,106,142.00	468,533.37	968,378.29	5,137,763.71	15.86%
Department: 523000 - Emergency Medical Services							
001-523000-500345	Contractual Services	460,000.00	460,000.00	38,333.33	76,666.66	383,333.34	16.67 %
Department: 523000 - Emergency Medical Services Total:		460,000.00	460,000.00	38,333.33	76,666.66	383,333.34	16.67%
Department: 524000 - Development Services							
001-524000-500120	Regular Salaries	281,794.00	281,794.00	21,499.96	31,870.18	249,923.82	11.31 %
001-524000-500140	Overtime Salaries	7,000.00	7,000.00	49.66	49.66	6,950.34	0.71 %
001-524000-500210	Employer Fica Taxes	21,825.00	21,825.00	1,704.01	2,522.54	19,302.46	11.56 %
001-524000-500220	Retirement	56,454.00	56,454.00	-334.24	7,337.60	49,116.40	13.00 %
001-524000-500230	Group Insurance	71,000.00	71,000.00	4,095.71	8,089.77	62,910.23	11.39 %
001-524000-500315	Professional Services	55,000.00	55,000.00	0.00	0.00	55,000.00	0.00 %
001-524000-500345	Contractual Services	321,325.00	321,325.00	20,872.23	48,275.32	273,049.68	15.02 %
001-524000-500463	Service Maintenance Contracts	9,500.00	9,500.00	0.00	650.00	8,850.00	6.84 %
001-524000-500506	Printing & Binding	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
001-524000-500508	Postage	4,200.00	4,200.00	0.00	0.00	4,200.00	0.00 %
001-524000-500510	Office Supplies	3,200.00	3,200.00	0.00	0.00	3,200.00	0.00 %
001-524000-500525	Uniform Expense	600.00	600.00	0.00	0.00	600.00	0.00 %
001-524000-500540	Dues & Subscriptions	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
001-524000-500545	Training	7,500.00	7,500.00	616.02	616.02	6,883.98	8.21 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-524000-500550	Operating Expenses	12,000.00	12,000.00	244.84	555.28	11,444.72	4.63 %
Department: 524000 - Development Services Total:		861,398.00	861,398.00	48,748.19	99,966.37	761,431.63	11.61%
Department: 541100 - Mun Srvsc - Public Works Div							
001-541100-500120	Regular Salaries	1,071,315.00	1,071,315.00	71,238.30	104,887.01	966,427.99	9.79 %
001-541100-500140	Overtime Salaries	65,000.00	65,000.00	3,198.90	3,664.02	61,335.98	5.64 %
001-541100-500210	Employer Fica Taxes	83,103.00	83,103.00	5,847.27	8,533.27	74,569.73	10.27 %
001-541100-500220	Retirement	163,094.00	163,094.00	-1,184.49	17,807.57	145,286.43	10.92 %
001-541100-500230	Group Insurance	285,000.00	285,000.00	17,901.62	34,626.87	250,373.13	12.15 %
001-541100-500315	Professional Services	50,000.00	50,000.00	1,496.07	1,496.07	48,503.93	2.99 %
001-541100-500340	Sewer/wastewater	18,000.00	18,000.00	914.34	1,993.66	16,006.34	11.08 %
001-541100-500345	Contractual Services	744,800.00	744,800.00	43,623.45	75,692.46	669,107.54	10.16 %
001-541100-500410	Communications	60,000.00	60,000.00	6,072.99	12,197.39	47,802.61	20.33 %
001-541100-500430	Electric Service	58,000.00	58,000.00	4,791.42	9,987.71	48,012.29	17.22 %
001-541100-500431	Water Service	180,000.00	180,000.00	14,282.98	32,422.93	147,577.07	18.01 %
001-541100-500433	Electric Service-streets	70,000.00	70,000.00	5,352.20	10,690.64	59,309.36	15.27 %
001-541100-500445	Equip Rent/lease	20,000.00	20,000.00	1,509.10	3,052.20	16,947.80	15.26 %
001-541100-500460	Equipment Maintenance	40,000.00	40,000.00	8,628.35	9,520.93	30,479.07	23.80 %
001-541100-500461	Vehicle Maintenance	20,000.00	20,000.00	9,771.17	9,771.17	10,228.83	48.86 %
001-541100-500462	Fuel	60,000.00	60,000.00	2,975.54	5,357.54	54,642.46	8.93 %
001-541100-500463	Service Maintenance Contracts	21,000.00	21,000.00	4,449.35	6,996.16	14,003.84	33.32 %
001-541100-500469	Buoy Maintenance	17,000.00	17,000.00	0.00	0.00	17,000.00	0.00 %
001-541100-500470	Radio Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
001-541100-500498	Storm Drain Rehab/maint	107,500.00	107,500.00	742.76	742.76	106,757.24	0.69 %
001-541100-500508	Postage	600.00	600.00	0.00	0.00	600.00	0.00 %
001-541100-500510	Office Supplies	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
001-541100-500520	Bldg. Maintenance	125,500.00	125,500.00	7,407.07	20,090.44	105,409.56	16.01 %
001-541100-500525	Uniform Expense	20,000.00	20,000.00	3,427.16	6,128.88	13,871.12	30.64 %
001-541100-500529	Street Light Maintenance	55,000.00	55,000.00	1,386.23	1,686.23	53,313.77	3.07 %
001-541100-500530	Street Maint Repair Supply	100,000.00	100,000.00	319.94	1,148.19	98,851.81	1.15 %
001-541100-500531	Grounds Maint/landscaping	50,000.00	50,000.00	1,187.50	2,090.31	47,909.69	4.18 %
001-541100-500532	Signs	12,500.00	12,500.00	132.40	770.66	11,729.34	6.17 %
001-541100-500534	Sidewalk Maint Repair	12,500.00	12,500.00	0.00	0.00	12,500.00	0.00 %
001-541100-500535	Flags	3,000.00	3,000.00	85.58	85.58	2,914.42	2.85 %
001-541100-500536	Sea Oats	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
001-541100-500540	Dues & Subscriptions	2,285.00	2,285.00	515.00	1,515.00	770.00	66.30 %
001-541100-500545	Training	8,000.00	8,000.00	200.00	200.00	7,800.00	2.50 %
001-541100-500547	Hurricane Expenditure	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
001-541100-500550	Operating Expenses	145,000.00	145,000.00	24,089.33	35,082.02	109,917.98	24.19 %
001-541100-500624	Capital Outlay-bldg. Improvemt	68,000.00	68,000.00	0.00	0.00	68,000.00	0.00 %
001-541100-500640	Capital Outlay - Equipt & Mach	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
001-541100-500644	Capital Outlay-vehicles	53,447.00	53,447.00	3,458.26	7,315.01	46,131.99	13.69 %
Department: 541100 - Mun Srvsc - Public Works Div Total:		3,834,144.00	3,834,144.00	243,819.79	425,552.68	3,408,591.32	11.10%
Department: 572000 - Recreation							
001-572000-500342	Senior Rec. Ctr. Contract	110,000.00	110,000.00	8,659.48	19,171.16	90,828.84	17.43 %
001-572000-500430	Electric Service	0.00	0.00	69.98	69.98	-69.98	0.00 %
001-572000-500463	Service Maintenance Contracts	2,400.00	2,400.00	152.41	410.49	1,989.51	17.10 %
001-572000-500510	Office Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
Department: 572000 - Recreation Total:		113,400.00	113,400.00	8,881.87	19,651.63	93,748.37	17.33%
Department: 581100 - Interfund Transfers							
001-581100-380102	Transfer From Bldg-oh Costs	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
001-581100-380115	Transfer From Fire - Oh Costs	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
001-581100-500910	Transfer To Cip Fund	1,500,000.00	1,500,000.00	375,000.00	375,000.00	1,125,000.00	25.00 %
Department: 581100 - Interfund Transfers Surplus (Deficit):		-1,350,000.00	-1,350,000.00	-375,000.00	-375,000.00	975,000.00	27.78%
Fund: 001 - General Fund Surplus (Deficit):		0.00	0.00	1,808,243.11	785,823.59	785,823.59	0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 102 - Building Fund							
Department: 000000 - NonDesignated							
102-000000-380200	Appropriated Fund Balance	115,000.00	115,000.00	0.00	0.00	-115,000.00	0.00 %
	Department: 000000 - NonDesignated Total:	115,000.00	115,000.00	0.00	0.00	-115,000.00	0.00%
Department: 302100 - Building Permit and Inpection							
102-302100-322100	Building Permits	1,088,593.00	1,088,593.00	101,332.71	245,389.06	-843,203.94	22.54 %
102-302100-322105	Fire Plan Review Fees	50,000.00	50,000.00	2,945.20	4,306.20	-45,693.80	8.61 %
	Department: 302100 - Building Permit and Inpection Total:	1,138,593.00	1,138,593.00	104,277.91	249,695.26	-888,897.74	21.93%
Department: 524100 - Building							
102-524100-500120	Regular Salaries	113,896.00	113,896.00	8,302.70	9,552.54	104,343.46	8.39 %
102-524100-500210	Employer Fica Taxes	8,713.00	8,713.00	634.61	704.40	8,008.60	8.08 %
102-524100-500220	Retirement	26,984.00	26,984.00	1,976.85	1,233.57	25,750.43	4.57 %
102-524100-500230	Group Insurance	30,000.00	30,000.00	1,737.62	3,383.25	26,616.75	11.28 %
102-524100-500315	Professional Services	100,000.00	100,000.00	50.00	3,060.89	96,939.11	3.06 %
102-524100-500345	Contractual Services	70,000.00	70,000.00	433.44	1,568.44	68,431.56	2.24 %
102-524100-500402	Building Permit Services	800,000.00	800,000.00	0.00	0.00	800,000.00	0.00 %
102-524100-500463	Service Maintenance Contracts	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
102-524100-500550	Operating Expenses	1,500.00	1,500.00	500.00	500.00	1,000.00	33.33 %
102-524100-500640	Capital Outlay - Equipt & Mach	0.00	0.00	1,452.00	1,452.00	-1,452.00	0.00 %
102-524100-581001	Transfer To GF-OH Costs	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
	Department: 524100 - Building Total:	1,253,593.00	1,253,593.00	15,087.22	21,455.09	1,232,137.91	1.71%
	Fund: 102 - Building Fund Surplus (Deficit):	0.00	0.00	89,190.69	228,240.17	228,240.17	0.00%
Fund: 103 - Sewer Fund							
Department: 000000 - NonDesignated							
103-000000-380200	Appropriated Fund Balance	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
	Department: 000000 - NonDesignated Total:	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00%
Department: 304000 - Charges for Services							
103-304000-343500	Sewer Fees	1,605,217.00	1,605,217.00	95,757.50	95,757.50	-1,509,459.50	5.97 %
	Department: 304000 - Charges for Services Total:	1,605,217.00	1,605,217.00	95,757.50	95,757.50	-1,509,459.50	5.97%
Department: 306000 - Miscellaneous Revenues							
103-306000-361100	Interest Earnings	2,000.00	2,000.00	1,106.45	1,106.45	-893.55	55.32 %
	Department: 306000 - Miscellaneous Revenues Total:	2,000.00	2,000.00	1,106.45	1,106.45	-893.55	55.32%
Department: 535000 - Sanitary Sewers							
103-535000-500120	Regular Salaries	107,528.00	107,528.00	7,610.96	12,855.05	94,672.95	11.96 %
103-535000-500140	Overtime Salaries	6,000.00	6,000.00	734.27	1,459.26	4,540.74	24.32 %
103-535000-500210	Employer Fica Taxes	8,226.00	8,226.00	638.62	1,095.45	7,130.55	13.32 %
103-535000-500220	Retirement	22,213.00	22,213.00	1,137.13	2,441.75	19,771.25	10.99 %
103-535000-500230	Group Insurance	17,500.00	17,500.00	835.76	1,605.11	15,894.89	9.17 %
103-535000-500340	Sewer/wastewater	975,000.00	975,000.00	86,149.99	163,334.77	811,665.23	16.75 %
103-535000-500345	Contractual Services	60,000.00	60,000.00	821.09	821.09	59,178.91	1.37 %
103-535000-500430	Electric Service	28,000.00	28,000.00	1,795.53	4,146.85	23,853.15	14.81 %
103-535000-500431	Water Service	500.00	500.00	0.00	59.38	440.62	11.88 %
103-535000-500459	Sewer Line Maintenance	300,000.00	300,000.00	0.00	0.00	300,000.00	0.00 %
103-535000-500465	Pump Station Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
103-535000-500497	Contingency	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
103-535000-500506	Printing & Binding	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
103-535000-500550	Operating Expenses	2,250.00	2,250.00	0.00	0.00	2,250.00	0.00 %
103-535000-500630	Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00 %
	Department: 535000 - Sanitary Sewers Total:	1,707,217.00	1,707,217.00	99,723.35	187,818.71	1,519,398.29	11.00%
	Fund: 103 - Sewer Fund Surplus (Deficit):	0.00	0.00	-2,859.40	-90,954.76	-90,954.76	0.00%
Fund: 115 - Fire Fund							
Department: 000000 - NonDesignated							
115-000000-380203	Appropriation From Fire Fund	198,985.00	198,985.00	0.00	0.00	-198,985.00	0.00 %
	Department: 000000 - NonDesignated Total:	198,985.00	198,985.00	0.00	0.00	-198,985.00	0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 301050 - Fire Assessment						
115-301050-311200 Property Tax-fire Assessment	1,135,015.00	1,135,015.00	258,838.61	258,838.61	-876,176.39	22.80 %
Department: 301050 - Fire Assessment Total:	1,135,015.00	1,135,015.00	258,838.61	258,838.61	-876,176.39	22.80%
Department: 304000 - Charges for Services						
115-304000-342210 Fire Inspection Fees	37,000.00	37,000.00	5,667.48	26,862.48	-10,137.52	72.60 %
Department: 304000 - Charges for Services Total:	37,000.00	37,000.00	5,667.48	26,862.48	-10,137.52	72.60%
Department: 306000 - Miscellaneous Revenues						
115-306000-361100 Interest Earnings	1,000.00	1,000.00	554.07	554.07	-445.93	55.41 %
Department: 306000 - Miscellaneous Revenues Total:	1,000.00	1,000.00	554.07	554.07	-445.93	55.41%
Department: 522000 - Fire Department						
115-522000-500315 Professional Services	74,000.00	74,000.00	1,928.80	3,078.80	70,921.20	4.16 %
115-522000-500345 Contractual Services	940,000.00	940,000.00	78,333.34	156,666.68	783,333.32	16.67 %
115-522000-500520 Bldg. Maintenance	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
115-522000-500624 Capital Outlay-bldg. Improvemnt	306,000.00	306,000.00	0.00	0.00	306,000.00	0.00 %
115-522000-500912 Transfer To General Fund	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Department: 522000 - Fire Department Total:	1,372,000.00	1,372,000.00	80,262.14	159,745.48	1,212,254.52	11.64%
Fund: 115 - Fire Fund Surplus (Deficit):	0.00	0.00	184,798.02	126,509.68	126,509.68	0.00%
Fund: 300 - Capital Project Fund						
Department: 000000 - NonDesignated						
300-000000-380200 Appropriated Fund Balance	1,371,905.00	1,371,905.00	0.00	0.00	-1,371,905.00	0.00 %
300-000000-380204 Appropriated From El Mar Reser	300,000.00	300,000.00	0.00	0.00	-300,000.00	0.00 %
300-000000-380207 Appropriated From General Fund	500,000.00	500,000.00	0.00	0.00	-500,000.00	0.00 %
Department: 000000 - NonDesignated Total:	2,171,905.00	2,171,905.00	0.00	0.00	-2,171,905.00	0.00%
Department: 306000 - Miscellaneous Revenues						
300-306000-361100 Interest Earnings	5,000.00	5,000.00	1,664.26	1,664.26	-3,335.74	33.29 %
Department: 306000 - Miscellaneous Revenues Total:	5,000.00	5,000.00	1,664.26	1,664.26	-3,335.74	33.29%
Department: 519000 - General						
300-519000-500120 Regular Salaries	82,530.00	82,530.00	5,836.83	8,642.31	73,887.69	10.47 %
300-519000-500210 Employer Fica Taxes	6,314.00	6,314.00	446.52	661.14	5,652.86	10.47 %
300-519000-500220 Retirement	23,216.00	23,216.00	1,625.10	2,406.79	20,809.21	10.37 %
300-519000-500230 Group Insurance	16,500.00	16,500.00	1,027.62	1,996.98	14,503.02	12.10 %
Department: 519000 - General Total:	128,560.00	128,560.00	8,936.07	13,707.22	114,852.78	10.66%
Department: 539100 - 75th Anniversary Art Installation						
300-539100-500630 Cap Outlay Imp other than bldg	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00 %
Department: 539100 - 75th Anniversary Art Installation Total:	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00%
Department: 541102 - Downtown Enhancement						
300-541102-500630 Cap Outlay Imp other than bldg	2,000,000.00	2,000,000.00	1,547,402.20	1,547,402.20	452,597.80	77.37 %
Department: 541102 - Downtown Enhancement Total:	2,000,000.00	2,000,000.00	1,547,402.20	1,547,402.20	452,597.80	77.37%
Department: 541103 - Opticome Emergency Vehicle System						
300-541103-500630 Cap Outlay Imp other than bldg	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00 %
Department: 541103 - Opticome Emergency Vehicle System Total:	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00%
Department: 559025 - Bel Air - Sewall Repair - East						
300-559025-500630 Cap Outlay Imp Other Than Bldg	366,678.00	366,678.00	0.00	0.00	366,678.00	0.00 %
Department: 559025 - Bel Air - Sewall Repair - East Total:	366,678.00	366,678.00	0.00	0.00	366,678.00	0.00%
Department: 559026 - Canal Dredging						
300-559026-500630 Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	0.00	1,400.00	73,600.00	1.87 %
Department: 559026 - Canal Dredging Total:	75,000.00	75,000.00	0.00	1,400.00	73,600.00	1.87%
Department: 559027 - Storm Water Rate Study						
300-559027-500630 Cap Outlay Imp Other Than Bldg	65,000.00	65,000.00	0.00	0.00	65,000.00	0.00 %
Department: 559027 - Storm Water Rate Study Total:	65,000.00	65,000.00	0.00	0.00	65,000.00	0.00%
Department: 572200 - Beach Renourishment						
300-572200-500630 Cap Outlay Imp Other Than Bldg	116,667.00	116,667.00	0.00	0.00	116,667.00	0.00 %
Department: 572200 - Beach Renourishment Total:	116,667.00	116,667.00	0.00	0.00	116,667.00	0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 575201 - Pedestrian Amenities						
300-575201-500630 Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	0.00	1,500.00	73,500.00	2.00 %
Department: 575201 - Pedestrian Amenities Total:	75,000.00	75,000.00	0.00	1,500.00	73,500.00	2.00%
Department: 577100 - Friedt Park						
300-577100-500630 Cap Outlay Imp Other Than Bldg	700,000.00	700,000.00	0.00	51,780.16	648,219.84	7.40 %
Department: 577100 - Friedt Park Total:	700,000.00	700,000.00	0.00	51,780.16	648,219.84	7.40%
Department: 579162 - El Mar Drive						
300-579162-500630 Cap Outlay Imp Other Than Bldg	300,000.00	300,000.00	97,975.30	97,975.30	202,024.70	32.66 %
Department: 579162 - El Mar Drive Total:	300,000.00	300,000.00	97,975.30	97,975.30	202,024.70	32.66%
Department: 580300 - Entry Feature&Traffic Calm						
300-580300-500630 Cap Outlay Imp Other Than Bldg	150,000.00	150,000.00	0.00	0.00	150,000.00	0.00 %
Department: 580300 - Entry Feature&Traffic Calm Total:	150,000.00	150,000.00	0.00	0.00	150,000.00	0.00%
Department: 581100 - Interfund Transfers						
300-581100-381105 Transfer From General Fund	1,000,000.00	1,000,000.00	375,000.00	375,000.00	-625,000.00	37.50 %
300-581100-381106 Transfer From Parking Fund	1,000,000.00	1,000,000.00	250,000.00	250,000.00	-750,000.00	25.00 %
Department: 581100 - Interfund Transfers Total:	2,000,000.00	2,000,000.00	625,000.00	625,000.00	-1,375,000.00	31.25%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-1,027,649.31	-1,087,100.62	-1,087,100.62	0.00%
Fund: 310 - Parking Fund						
Department: 302000 - Licenses & Permits						
310-302000-313101 Pilop Fee	20,796.00	20,796.00	70,000.00	70,000.00	49,204.00	336.60 %
Department: 302000 - Licenses & Permits Total:	20,796.00	20,796.00	70,000.00	70,000.00	49,204.00	336.60%
Department: 304000 - Charges for Services						
310-304000-344500 Parking Permits	145,000.00	145,000.00	11,830.00	43,475.00	-101,525.00	29.98 %
310-304000-344520 Parking Agreements	94,024.00	94,024.00	0.00	0.00	-94,024.00	0.00 %
310-304000-344551 South Ocean	194,000.00	194,000.00	18,045.64	39,043.69	-154,956.31	20.13 %
310-304000-344552 Ocean Front Meters	320,000.00	320,000.00	30,489.77	63,930.65	-256,069.35	19.98 %
310-304000-344553 Commercial Blvd. Meters	80,000.00	80,000.00	7,705.20	16,649.02	-63,350.98	20.81 %
310-304000-344554 Parking Meters - Beach	219,000.00	219,000.00	12,902.60	28,976.45	-190,023.55	13.23 %
310-304000-344555 Palm Portal- Fdg	95,000.00	95,000.00	8,253.61	18,385.36	-76,614.64	19.35 %
310-304000-344556 El Prado Parking Lot	600,000.00	600,000.00	38,171.41	84,174.82	-515,825.18	14.03 %
310-304000-344558 Town Hall Parking Lot	33,000.00	33,000.00	717.33	1,873.66	-31,126.34	5.68 %
310-304000-344559 El Mar Parking Lot	285,000.00	285,000.00	19,433.09	41,137.73	-243,862.27	14.43 %
310-304000-344560 A1A Parking Lot	621,475.00	621,475.00	43,740.47	92,796.16	-528,678.84	14.93 %
310-304000-344563 Bougainvilla/ Poinciana	195,000.00	195,000.00	15,926.19	33,690.99	-161,309.01	17.28 %
Department: 304000 - Charges for Services Total:	2,881,499.00	2,881,499.00	207,215.31	464,133.53	-2,417,365.47	16.11%
Department: 305000 - Fines & Forfeitures						
310-305000-354100 Parking Fines	110,000.00	110,000.00	1,655.00	3,362.00	-106,638.00	3.06 %
Department: 305000 - Fines & Forfeitures Total:	110,000.00	110,000.00	1,655.00	3,362.00	-106,638.00	3.06%
Department: 306000 - Miscellaneous Revenues						
310-306000-361100 Interest Earnings	2,000.00	2,000.00	3,890.73	3,890.73	1,890.73	194.54 %
310-306000-362001 Bougainvilla Rent	147,600.00	147,600.00	10,607.00	23,134.31	-124,465.69	15.67 %
Department: 306000 - Miscellaneous Revenues Total:	149,600.00	149,600.00	14,497.73	27,025.04	-122,574.96	18.06%
Department: 545000 - Parking Operations						
310-545000-500120 Regular Salaries	218,573.00	218,573.00	16,721.14	35,657.64	182,915.36	16.31 %
310-545000-500140 Overtime Salaries	4,000.00	4,000.00	339.76	267.75	3,732.25	6.69 %
310-545000-500210 Employer Fica Taxes	16,721.00	16,721.00	1,003.14	2,281.84	14,439.16	13.65 %
310-545000-500220 Retirement	41,677.00	41,677.00	1,663.47	4,837.38	36,839.62	11.61 %
310-545000-500230 Group Insurance	62,000.00	62,000.00	3,500.25	6,936.97	55,063.03	11.19 %
310-545000-500345 Contractual Services	510,000.00	510,000.00	28,650.99	47,086.10	462,913.90	9.23 %
310-545000-500353 Parking Alternatives	175,000.00	175,000.00	9,476.33	20,673.37	154,326.63	11.81 %
310-545000-500410 Communications	3,500.00	3,500.00	145.15	285.48	3,214.52	8.16 %
310-545000-500430 Electric Service	9,600.00	9,600.00	727.97	1,285.02	8,314.98	13.39 %
310-545000-500431 Water Service	27,500.00	27,500.00	929.75	1,861.81	25,638.19	6.77 %
310-545000-500445 Equip Rent/lease	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00 %
310-545000-500461 Vehicle Maintenance	11,000.00	11,000.00	0.00	0.00	11,000.00	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
310-545000-500462	Fuel	25,000.00	25,000.00	686.84	1,774.58	23,225.42	7.10 %
310-545000-500463	Service Maintenance Contracts	45,000.00	45,000.00	4,560.00	9,120.00	35,880.00	20.27 %
310-545000-500497	Contingency	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
310-545000-500506	Printing & Binding	13,000.00	13,000.00	0.00	0.00	13,000.00	0.00 %
310-545000-500508	Postage	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
310-545000-500510	Office Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
310-545000-500525	Uniform Expense	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
310-545000-500532	Signs	13,000.00	13,000.00	1,316.78	2,031.76	10,968.24	15.63 %
310-545000-500533	Parking Meter Parts-supplies	38,000.00	38,000.00	0.00	0.00	38,000.00	0.00 %
310-545000-500545	Training	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500550	Operating Expenses	35,000.00	35,000.00	134.89	1,081.88	33,918.12	3.09 %
310-545000-500630	Cap Outlay Imp Other Than Bldg	14,000.00	14,000.00	0.00	0.00	14,000.00	0.00 %
310-545000-500640	Capital Outlay - Equipt & Mach	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
310-545000-500644	Capital Outlay-vehicles	22,824.00	22,824.00	804.71	1,609.42	21,214.58	7.05 %
Department: 545000 - Parking Operations Total:		1,361,895.00	1,361,895.00	70,661.17	136,791.00	1,225,104.00	10.04%
Department: 545152 - Land Acquisitions							
310-545152-500611	Land Acquisition	800,000.00	800,000.00	0.00	0.00	800,000.00	0.00 %
Department: 545152 - Land Acquisitions Total:		800,000.00	800,000.00	0.00	0.00	800,000.00	0.00%
Department: 581100 - Interfund Transfers							
310-581100-500910	Transfer To CIP Fund	1,000,000.00	1,000,000.00	250,000.00	250,000.00	750,000.00	25.00 %
Department: 581100 - Interfund Transfers Total:		1,000,000.00	1,000,000.00	250,000.00	250,000.00	750,000.00	25.00%
Fund: 310 - Parking Fund Surplus (Deficit):		0.00	0.00	-27,293.13	177,729.57	177,729.57	0.00%
Report Surplus (Deficit):		0.00	0.00	1,024,429.98	140,247.63	140,247.63	0.00%

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
000000 - NonDesignated	509,526.00	509,526.00	0.00	0.00	-509,526.00	0.00%
301000 - Ad Valorem Property Taxes	12,550,550.00	12,550,550.00	2,957,154.81	2,957,154.81	-9,593,395.19	23.56%
301100 - Utility Taxes	1,170,700.00	1,170,700.00	118,226.59	118,226.59	-1,052,473.41	10.10%
301600 - Franchise Taxes	851,799.00	851,799.00	98,135.84	98,135.84	-753,663.16	11.52%
302000 - Licenses & Permits	145,000.00	145,000.00	3,730.36	40,239.00	-104,761.00	27.75%
303000 - Intergovernmental Revenues	1,171,584.00	1,171,584.00	89,041.98	115,695.84	-1,055,888.16	9.88%
304000 - Charges for Services	14,850.00	14,850.00	80.00	360.00	-14,490.00	2.42%
305000 - Fines & Forfeitures	60,000.00	60,000.00	3,923.46	45,923.46	-14,076.54	76.54%
306000 - Miscellaneous Revenues	298,135.00	298,135.00	35,450.94	54,277.55	-243,857.45	18.21%
511000 - Commission	320,171.00	320,171.00	12,705.10	28,608.23	291,562.77	8.94%
511100 - Donation-Non Profits	66,500.00	66,500.00	6,000.00	56,000.00	10,500.00	84.21%
511200 - Visitor Center	148,638.00	148,638.00	3,814.58	7,693.14	140,944.86	5.18%
513000 - Administration	1,237,057.00	1,237,057.00	81,879.15	148,796.24	1,088,260.76	12.03%
514000 - Town Attorney	458,000.00	458,000.00	17,098.80	31,114.00	426,886.00	6.79%
519000 - General	1,254,425.00	1,254,425.00	173,942.02	375,403.05	879,021.95	29.93%
519100 - Tourism and Community Outreach	562,269.00	562,269.00	18,744.67	31,359.21	530,909.79	5.58%
521000 - Police Department	6,106,142.00	6,106,142.00	468,533.37	968,378.29	5,137,763.71	15.86%
523000 - Emergency Medical Services	460,000.00	460,000.00	38,333.33	76,666.66	383,333.34	16.67%
524000 - Development Services	861,398.00	861,398.00	48,748.19	99,966.37	761,431.63	11.61%
541100 - Mun Srvsc - Public Works Div	3,834,144.00	3,834,144.00	243,819.79	425,552.68	3,408,591.32	11.10%
572000 - Recreation	113,400.00	113,400.00	8,881.87	19,651.63	93,748.37	17.33%
581100 - Interfund Transfers	-1,350,000.00	-1,350,000.00	-375,000.00	-375,000.00	975,000.00	27.78%
Fund: 001 - General Fund Surplus (Deficit):	0.00	0.00	1,808,243.11	785,823.59	785,823.59	0.00%
Fund: 102 - Building Fund						
000000 - NonDesignated	115,000.00	115,000.00	0.00	0.00	-115,000.00	0.00%
302100 - Building Permit and Inpection	1,138,593.00	1,138,593.00	104,277.91	249,695.26	-888,897.74	21.93%
524100 - Building	1,253,593.00	1,253,593.00	15,087.22	21,455.09	1,232,137.91	1.71%
Fund: 102 - Building Fund Surplus (Deficit):	0.00	0.00	89,190.69	228,240.17	228,240.17	0.00%
Fund: 103 - Sewer Fund						
000000 - NonDesignated	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00%
304000 - Charges for Services	1,605,217.00	1,605,217.00	95,757.50	95,757.50	-1,509,459.50	5.97%
306000 - Miscellaneous Revenues	2,000.00	2,000.00	1,106.45	1,106.45	-893.55	55.32%
535000 - Sanitary Sewers	1,707,217.00	1,707,217.00	99,723.35	187,818.71	1,519,398.29	11.00%
Fund: 103 - Sewer Fund Surplus (Deficit):	0.00	0.00	-2,859.40	-90,954.76	-90,954.76	0.00%
Fund: 115 - Fire Fund						
000000 - NonDesignated	198,985.00	198,985.00	0.00	0.00	-198,985.00	0.00%
301050 - Fire Assessment	1,135,015.00	1,135,015.00	258,838.61	258,838.61	-876,176.39	22.80%
304000 - Charges for Services	37,000.00	37,000.00	5,667.48	26,862.48	-10,137.52	72.60%
306000 - Miscellaneous Revenues	1,000.00	1,000.00	554.07	554.07	-445.93	55.41%
522000 - Fire Department	1,372,000.00	1,372,000.00	80,262.14	159,745.48	1,212,254.52	11.64%
Fund: 115 - Fire Fund Surplus (Deficit):	0.00	0.00	184,798.02	126,509.68	126,509.68	0.00%
Fund: 300 - Capital Project Fund						
000000 - NonDesignated	2,171,905.00	2,171,905.00	0.00	0.00	-2,171,905.00	0.00%
306000 - Miscellaneous Revenues	5,000.00	5,000.00	1,664.26	1,664.26	-3,335.74	33.29%
519000 - General	128,560.00	128,560.00	8,936.07	13,707.22	114,852.78	10.66%
539100 - 75th Anniversary Art Installation	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00%
541102 - Downtown Enhancement	2,000,000.00	2,000,000.00	1,547,402.20	1,547,402.20	452,597.80	77.37%
541103 - Opticome Emergency Vehicle System	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00%
559025 - Bel Air - Sewall Repair - East	366,678.00	366,678.00	0.00	0.00	366,678.00	0.00%
559026 - Canal Dredging	75,000.00	75,000.00	0.00	1,400.00	73,600.00	1.87%
559027 - Storm Water Rate Study	65,000.00	65,000.00	0.00	0.00	65,000.00	0.00%
572200 - Beach Renourishment	116,667.00	116,667.00	0.00	0.00	116,667.00	0.00%
575201 - Pedestrian Amenities	75,000.00	75,000.00	0.00	1,500.00	73,500.00	2.00%
577100 - Friedt Park	700,000.00	700,000.00	0.00	51,780.16	648,219.84	7.40%

Budget Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
579162 - El Mar Drive	300,000.00	300,000.00	97,975.30	97,975.30	202,024.70	32.66%
580300 - Entry Feature&Traffic Calm	150,000.00	150,000.00	0.00	0.00	150,000.00	0.00%
581100 - Interfund Transfers	2,000,000.00	2,000,000.00	625,000.00	625,000.00	-1,375,000.00	31.25%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-1,027,649.31	-1,087,100.62	-1,087,100.62	0.00%
Fund: 310 - Parking Fund						
302000 - Licenses & Permits	20,796.00	20,796.00	70,000.00	70,000.00	49,204.00	336.60%
304000 - Charges for Services	2,881,499.00	2,881,499.00	207,215.31	464,133.53	-2,417,365.47	16.11%
305000 - Fines & Forfeitures	110,000.00	110,000.00	1,655.00	3,362.00	-106,638.00	3.06%
306000 - Miscellaneous Revenues	149,600.00	149,600.00	14,497.73	27,025.04	-122,574.96	18.06%
545000 - Parking Operations	1,361,895.00	1,361,895.00	70,661.17	136,791.00	1,225,104.00	10.04%
545152 - Land Acquisitions	800,000.00	800,000.00	0.00	0.00	800,000.00	0.00%
581100 - Interfund Transfers	1,000,000.00	1,000,000.00	250,000.00	250,000.00	750,000.00	25.00%
Fund: 310 - Parking Fund Surplus (Deficit):	0.00	0.00	-27,293.13	177,729.57	177,729.57	0.00%
Report Surplus (Deficit):	0.00	0.00	1,024,429.98	140,247.63	140,247.63	0.00%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - General Fund	0.00	0.00	1,808,243.11	785,823.59	785,823.59
102 - Building Fund	0.00	0.00	89,190.69	228,240.17	228,240.17
103 - Sewer Fund	0.00	0.00	-2,859.40	-90,954.76	-90,954.76
115 - Fire Fund	0.00	0.00	184,798.02	126,509.68	126,509.68
300 - Capital Project Fund	0.00	0.00	-1,027,649.31	-1,087,100.62	-1,087,100.62
310 - Parking Fund	0.00	0.00	-27,293.13	177,729.57	177,729.57
Report Surplus (Deficit):	0.00	0.00	1,024,429.98	140,247.63	140,247.63

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of November 30,2023

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 11/30/2023	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
001 General Fund:									
SunTrust	101.000	8015	Master Account	Advantage NOW	SunTrust	7,014,873.20	1.00%	5,114.15	10,926.40
SunTrust	101.009	6876	Emergency Reserve	Advantage NOW	SunTrust	2,500,000.00	1.00%	Included Above	Included Above
GENERAL FUND						BANK SUBTOTAL		5,114.15	10,926.40
SBA	101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	185,856.44	5.64%	857.67	1,733.92
SBA	101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	90,170.63	5.64%	416.09	841.28
GENERAL FUND						SBA SUBTOTAL		1,273.76	2,575.20
GENERAL FUND						GRAND TOTAL		6,387.91	13,501.60
101 Police Forfeiture & Training									
SunTrust	101.100	9613	Police Forfeiture Fund	Advantage NOW	SunTrust	15,659.60	1.00%	Included Above	Included Above
POLICE FUND						TOTAL		0.00	0.00
103 Sewer Enterprise Fund									
SunTrust	101.105	9999	Cash	Advantage NOW	SunTrust	1,616,587.49	1.00%	1,114.25	2,220.71
SEWER FUND						TOTAL		1,114.25	2,220.71
115 Fire Fund:									
SunTrust	101.109	5379	Fire Fund Account	Advantage NOW		788,908.77	1.00%	409.08	963.15
FIRE FUND						GRAND TOTAL		409.08	963.15
300 Capital Improvement Fund:									
SunTrust	101.115	0010	Cash	Advantage NOW	SunTrust	1,263,754.86	1.00%	1,047.41	2,711.67
CAPITAL IMPROVEMENT FUND						TOTAL		1,047.41	2,711.67
310 Parking Improvement Fund									
SunTrust	101.125	0120	Parking Improvement Account	Advantage NOW	SunTrust	5,233,168.07	1.00%	3,826.05	7,716.78
SunTrust	101.128	8554	PILOP Account	Advantage NOW	SunTrust	148,871.00	1.00%	102.35	208.80
PARKING FUND						TOTAL		3,928.40	7,925.58
102 Building Fund									
SunTrust	101.104	8686	Building Account	Advantage NOW	SunTrust	1,188,131.36	1.00%	969.90	2,093.04
BUILDING FUND						TOTAL		969.9	2,093.04
ALL FUNDS						GRAND TOTAL		13,856.95	29,415.75

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of November 30,2023

Summary by Investment Type		Amount	Percent
Interest Bearing Checking		19,769,954.35	99%
Non-interest Bearing Checking		0.00	0%
SBA Trust Fund/Pools		276,027.07	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		20,045,981.42	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	9,790,900.27	49%
	Police Fund	15,659.60	0%
	Sewer Fund	1,616,587.49	8%
	Fire Fund	788,908.77	4%
	Building Fund	1,188,131.36	6%
	Capital Improvement Fund	1,263,754.86	6%
	Parking Fund	5,382,039.07	27%
GRAND TOTAL		20,045,981.42	100%

Summary by Bank/Pool		Amount	Percent
	SunTrust	19,769,954.35	99%
	Florida Prime/State Board of Admin.	276,027.07	1%
GRAND TOTAL		20,045,981.42	100%



Town Commission Agenda Item Report

Meeting Date: January 23, 2024

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Presentation

Agenda Section: TOWN MANAGER REPORT

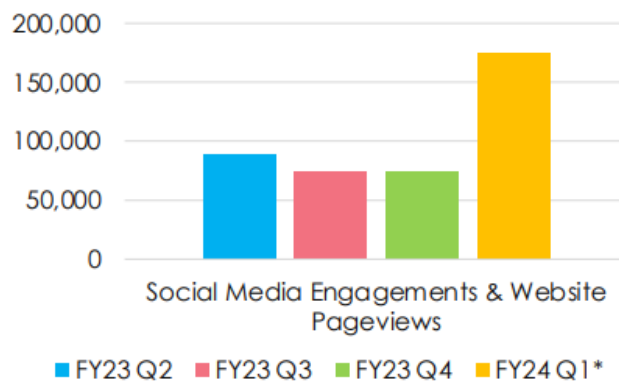
Subject Title: Town Manager Report

Explanation: Following is the Town Manager's report for January 23, 2024.

1. Fire Department Open House

On Saturday, January 27th, the Town is partnering with the Chamber of Commerce to welcome the public to meet our new fire fighting team. The open house will be held at Station 12, 4504 Bougainville Drive from 8:30 am - 10:30 am. Have a cup of coffee, tour the current fire station, meet Sparky and our fire fighting team. The firefighters will be running "drills" and games in the park for kids to participate in. We look forward to seeing you there!

Community Engagement



*Includes tourism and PIO engagements and pageviews.

2. Marketing Report - Q1 FY2024

I've attached the marketing report for the first quarter of FY24 Marketing report. We continue to have great engagement with over 150,000 website page views and social media engagements this quarter. The Downtown Enhancement project received over 66,000 social media reaches alone.

3. LBTS Garden Club Fundraiser

The LBTS Garden Club is hosting its annual fundraiser on January 27, 2024 from 9AM - 1PM at Jarvis Hall. This year's event will feature raffles, orchid and plant sales, sustainability tips, and more! Proceeds from the fundraiser will benefit the Wekiva Youth Camp.



4. Friday Night Music Series

Our Friday night music series is back! Plan to go downtown every 4th Friday to enjoy live music from 6PM to 10PM. The music line-up and dates are as follows:

January 26	Private Stock
February 23	Friday at 5
March 22	Mr. Nice Guy
April 26	Weedline Band
May 24	Uproot Hootenanny

5. Town Topics

The first digital edition of Town Topics has been delivered via email and is available on our website. Please remember to complete the website form if you would like to continue to receive a print copy of the Town Topics. Otherwise, if you have signed up for our weekly emails, you will receive the Town Topics in your email. If you haven't yet signed up to receive the emails, the Town Topics newsletter is available for viewing on the Town's website.

6. Upcoming Meetings

January 25, 2025	Special Magistrate Meeting	5:00 PM
February 13, 2023	Commission Meeting	6:30 PM
Febraury 27, 2023	Commission Meeting	6:30 PM

Recommendation: N/A

Exhibits:

1. LBTS FY 2024 Q1 Report FINAL

LAUDERDALE-BY-THE-SEA

FY 2024 Q1

Report



LAUDERDALE-BY-THE-SEA NEW CONNECTIONS IN THE COMMUNITY



In Q1 of FY 2024, the Town garnered...

400

New Email Sign-ups*

*Social media ad run in November 2023

589

Stay Connected Pageviews

323

New Social Media Followers



LAUDERDALE-BY-THE-SEA PUBLIC RELATIONS OVERVIEW



In Q1 of FY24, PR efforts produced...

15,026,695

People Reached

\$262,731

Estimated Publicity Value

13

Articles*

*2 articles secured by Conceptual Communications



LAUDERDALE-BY-THE-SEA WEBSITE OVERVIEW



In Q1 FY 2024, the Town's website had...

59,277

Total Website Pageviews

28,091

Total Users

12

News Flash Articles



Thanks for Celebrating the Completion of the Downtown Enhancement Project

Thank you to everyone who came out to celebrate the completion of the Downtown Enhancement Project at the LBTS Chamber of Commerce's Ribbon Cutting Ceremony! Next time you stroll downtown, you'll enjoy expanded outdoor seating and sidewalks, and new lights and landscaping.



[Click here for more info on the Downtown Enhancement Project.](#)

LAUDERDALE-BY-THE-SEA NOTABLE ACCOMPLISHMENTS



Downtown Enhancement Project

Data is inclusive of January 1, 2023, through December 31, 2023, and includes paid and organic posts on both Discover and PIO social media accounts.

66,624

Social Media Reach

24,761

Social Media Video Views

5,378

Social Media Engagements

37

Eblast Mentions

3

Articles (two Town Topics articles and the Mayor's Op-ed in the *Sun Sentinel*)



SunSentinel

OPINION

ANOTHER VIEWPOINT

How community feedback has made our city better

Let's face it: There wasn't a lot of upside to the COVID-19 pandemic. But here in Lauderdale-by-the-Sea, we can point to one lingering effect of the pandemic that has had a major positive impact on our community, and it's all thanks to listening to our residents and taking community feedback seriously.

When COVID-19 restrictions were put in place, we still needed to support our local restaurants and businesses. Known for our small-town charm, we allowed our downtown restaurants and businesses to expand their outdoor seating with temporary sidewalk cafés. What we did not foresee was just how popular the temporarily expanded outdoor dining areas would become. Once COVID-19 restrictions were lifted, the Town Commission received many positive comments about the expanded outdoor dining from our business community and residents. We knew we had to find a way to make these changes permanent.

We also knew community feedback was going to be essential to the future success of whatever permanent upgrades the Commission decided to implement. Over the course of a few months, we held several public outreach meetings so business owners and residents could share their thoughts on potential changes to our downtown. In addition to hosting public meetings, we launched an online survey to gather feedback on certain design elements, shared information during our Commission meetings and kept our community updated through the town's social media channels and weekly emails. Over time, word spread, and we collected a healthy amount of feedback.

We learned that expanded outdoor seating, widened sidewalks for greater walkability, new landscaping and additional lighting were the most important elements to our stakeholders. While including these elements meant removing parking spaces, the Town Commission

By Chris Vincent

unanimously approved the plan because it fulfilled the needs of our community.

I'm blown away by the result. We added 5,400 additional square feet of sidewalk café area dining, new landscaping and new lighting elements that have truly enhanced our downtown area while maintaining our small-town feel. The project cost about \$3.1 million, funded through an American Rescue Plan Act (ARPA) grant.

Community feedback was essential to the success of this project. Beyond the design-planning phase, town staff also met with business owners before breaking ground to determine the best time of year to complete the work. Once work began, weekly meetings were held with the contracting firm, business owners and town staff to discuss questions or concerns that arose.

We also received positive responses on our social media pages and grew a community of informed advocates who personally shared updates with their friends and neighbors. Some of the posts shared by residents on the community pages received hundreds of positive comments, likes and shares.

My advice to other communities is, if temporary changes to your city or town work, listen to your residents and be open to making changes that will improve the community. We expanded our downtown because of our local business owners who didn't want to see their downtown area decline. Residents are now enjoying a better downtown that promotes connectivity and for our business owners.

Chris Vincent is Mayor of The Sea.

Town of Lauderdale By The Sea

Published by Sprout Social · November 3, 2023 ·

Work is in the home stretch for our Downtown Enhancement Project! Before you know it, the expanded outdoor seating and sidewalks, new lighting, and fresh landscaping will be ready for all our residents to enjoy.

Work is expected to be completed by the middle of this month. Stay tuned to our website, emails, and social media pages for updates!

LAUDERDALE-BY-THE-SEA ENHANCING DOWNTOWN AREA

NBC6

4:25

82°

Page 76 of 232

LAUDERDALE-BY-THE-SEA TOURISM PROMOTION



In Q1 FY 2024, tourism promotion produced...

100,329

Total Website Pageviews

12,074

Social Media Engagements

317

Visit Florida Listing Leads

105

Visit Florida Email Sends

18

Visitor Center Social Media Posts



Relax...you're (almost) here

Your beachfront escape awaits you in Lauderdale-By-The-Sea



Sip and Dine

With dozens of eateries and specialty sweet shops just steps from the beach, you can discover just the right cuisine, beverage, or treat to satisfy your vacation cravings.

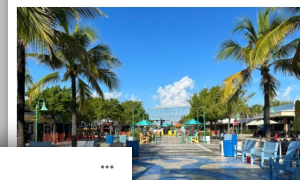
[Click here to explore local dining options.](#)



Kick Your Feet Up

Nothing beats waking up to the sun rising over the ocean... here in Lauderdale-By-The-Sea, this can be your reality when you stay at one of our boutique hotels!

[Click here to explore places to stay.](#)



Support Local

From whimsical treasures to diving and snorkeling lessons, our town is home to a variety of businesses guaranteed to make your visit memorable.

[Click here to explore local businesses.](#)

1,673

Engagements on the
Downtown Enhancement
Project completion post!

1,190 Post Clicks

394 Reactions

68 Comments

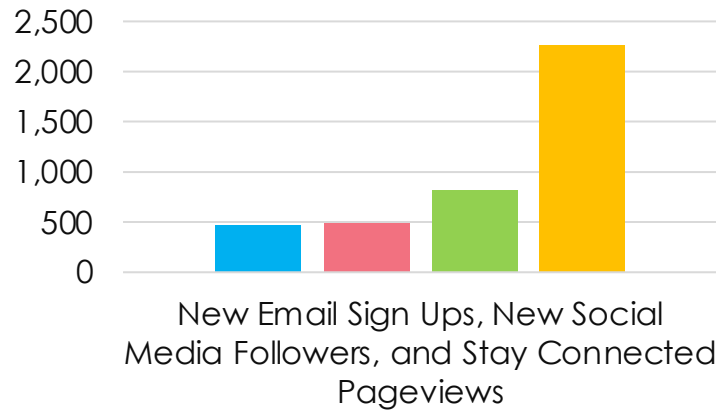
21 Shares

LAUDERDALE-BY-THE-SEA QUARTERLY TRENDS



Quarterly Comparison

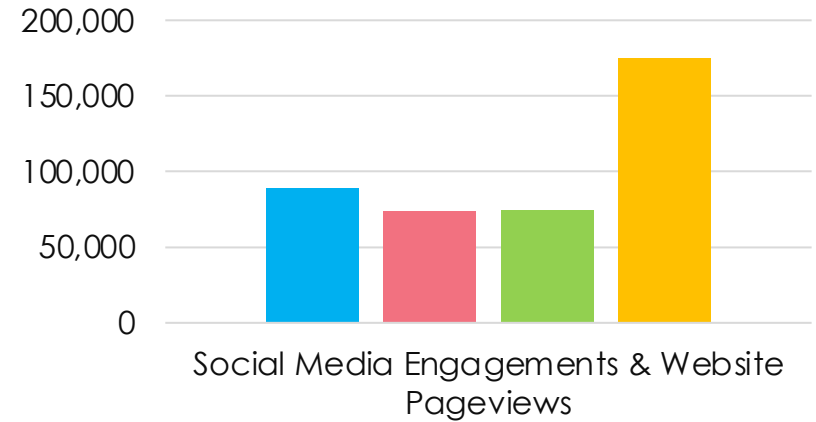
Resident Reach



■ FY23 Q2 ■ FY23 Q3 ■ FY23 Q4 ■ FY24 Q1*

*Includes new tourism and PIO email and social media sign ups.

Community Engagement



■ FY23 Q2 ■ FY23 Q3 ■ FY23 Q4 ■ FY24 Q1*

*Includes tourism and PIO engagements and pageviews.

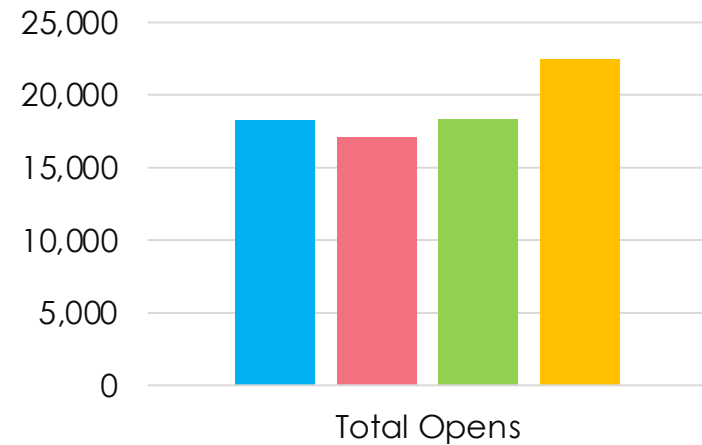
Town Publicity



■ FY23 Q2 ■ FY23 Q3 ■ FY23 Q4 ■ FY24 Q1

Includes all tourism and PIO media coverage (secured and organic).

Email Communications



■ FY23 Q2 ■ FY23 Q3 ■ FY23 Q4 ■ FY24 Q1*

*Includes tourism and PIO email opens.



Agenda Item No: 8.d.

Town Commission Agenda Item Report

Meeting Date: January 23, 2024

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Presentation

Agenda Section: TOWN MANAGER REPORT

Subject Title: Pier Update

Explanation: The Pier and its status remains one of the most inquired about topics in the Town. To help inform the public of the Pier's status and to increase the transparency related to this topic, staff has included a FAQ page and timeline on the Town's website regarding the Pier.

(Both links can be found here: <https://www.lauderdalebythesea-fl.gov/154/Development-Services>)

The Pier representatives are present tonight to answer questions. They will also be present at the January 25th Code Compliance hearing to provide an update to the Special Magistrate.

Recommendation:

Exhibits: None



Agenda Item No: 11.a.

Town Commission Agenda Item Report

Meeting Date: January 23, 2024

Submitted By: Leroy Chasmer, Public Works Supervisor

Submitting Department: Public Works

Item Type: Presentations

Agenda Section: CONSENT AGENDA

Subject Title: 2024 Parking Permits for Turtle Monitoring Organizations

Explanation: Since 2014, the Commission has approved parking passes for organizations conducting sea turtle research. These passes are utilized by volunteers and staff that monitor the turtle nests within the Town. This year, the requests are as follows:

- Ten (10) parking permits for the Sea Turtle Stranding Response ("STOP") team organization, a non-profit organization that coordinates volunteers to monitor turtle nests on Broward County beaches; and
- Four (4) permits for Nova Southeastern University Oceanographic Center ("NSUOC") to conduct the Sea Turtle Conservation Program on beaches under contract with Broward.

Since this is an annual request that is to the benefit of the Town, staff is also recommending that the Town Manager is given authority to grant these parking permits in the future.

Recommendation: Staff recommends the Commission approve the requested issuance of parking permits and grant the Town Manager approval to issue said permits in future years.

Exhibits: None



Town Commission Agenda Item Report

Meeting Date: January 23, 2024

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

Submitting Department: Administration

Item Type: Resolution

Agenda Section: OLD BUSINESS

Subject Title: Resolution 2024-01: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT WITH WASTE MANAGEMENT, INC. OF FLORIDA FOR BULK WASTE AND CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL SERVICES FOR A ONE-YEAR TERM; WAIVING THE REQUIREMENTS FOR COMPETITIVE SOLICITATION SET FORTH IN THE PURCHASING MANUAL; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Explanation:

The Town currently utilizes the City of Deerfield Beach (DFB) agreement with Progressive Waste Solutions of FL, Inc. (d/b/a/ Waste Connections of Florida) for solid waste disposal services. The Town's agreement was set to expire November 30, 2023.

In March 2023, Town staff had spoken with Deerfield Beach regarding whether a solicitation was planned for a new contract as the existing contract was expiring on June 30, 2023. They confirmed this was their intent, and we expressed our interest in participating in the solicitation process with Deerfield Beach. In anticipation of this, Lauderdale-By-The-Sea provided its disposal tonnage to Deerfield Beach to include in their solicitation. While the initial agreement expired on June 30, 2023, Lauderdale-By-The-Sea was granted an extension until November 30, 2023, at prices set forth in the contract due to the solicitation still being outstanding.

On September 11, 2023, Deerfield Beach released Invitation to Bid (ITB) 23-33-PC, Solid Waste Disposal and Recyclables Processing Services. Bids were initially due on October 19, 2023, but the due date was extended one week until October 26, 2023. No bids were received. Staff then began looking at other options for disposal services. The Town searched for another contract to utilize for piggybacking, however given the myriad of complications associated with this (including many of the vendors not permitting piggybacks), it was necessary for us to secure our own longer-term agreement(s) for waste disposal services for its residential and commercial customers. The Town has received proposals from Waste Connections and Waste Management which mirror the pricing in the proposals that were offered to the City of Oakland Park in December 2023.

The proposals the Town received both reflect price increases for disposal rates:

Waste Connections' proposed rate is \$61.50/ton for construction & demolition debris/bulk trash. This is a 49% increase for bulk trash.

Waste Management's proposed rate is \$54.00/ton for construction & demolition debris/bulk trash. This is a 31% increase for bulk trash.

Staff recommends acceptance of Waste Management's proposal for construction & demolition debris/bulk trash at \$54.00/ton.

Waste Management is proposing an initial term of one (1) year with nine (9) one (1) year renewal options and are requesting annual pricing adjustments based on changes in the Consumer Price Index.

Given that we are currently unable to piggyback off of any other existing local contracts that would provide better pricing, our relatively small trash volume and the fact that these two entities own the adjacent waste transfer facilities, it is unlikely we would receive a more cost-effective proposal by RFP solicitation. Staff is requesting that the Commission waive the normal purchasing procedures and utilize Section IV (L) of the Purchasing Manual, deeming these proposals brought forward to be in the best interest of the Town.

Recommendation: Approve Resolution 2024-01 authorizing the Town Manager to execute an agreement with Waste Management for Waste Disposal Services related to construction & demolition debris/bulk trash.

Exhibits:

1. Reso 2024-01 Solid Waste Agreement with Waste Management

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A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH WASTE MANAGEMENT INC. OF FLORIDA FOR BULK WASTE AND CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL SERVICES FOR A ONE-YEAR TERM; WAIVING THE REQUIREMENTS FOR COMPETITIVE SOLICITATIONS SET FORTH IN THE PURCHASING MANUAL; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, since 2018, Waste Connections of Florida, Inc. provided disposal of Solid Waste, Bulk Trash, Yard Trash, Commingled Waste, and Construction and Demolition Debris to the Town of Lauderdale-By-The-Sea (“Town”) through a piggyback agreement with the City of Deerfield Beach; and

WHEREAS, the Town's ability to continue to piggyback from that agreement is no longer an option available to the Town; and

WHEREAS, Town staff has performed market research to determine whether there are other vendors that can provide similar services; and

WHEREAS, Town Staff recommends executing a new agreement with Waste Management Inc. of Florida (“Waste Management”), attached as Exhibit “A,” to continue to provide the Town with bulk waste and construction and debris disposal services, which will include a one-year term, with nine (9) optional one-year renewal terms (“Agreement”); and

WHEREAS, pursuant to the Purchasing Manual, the Town Commission may waive the purchasing requirements when the Town Commission finds that it is in the best interest of the Town to do so; and

1 **WHEREAS**, based on the foregoing, Town Staff requests that the Town Commission
2 waive the formal competitive solicitation requirements set forth in the Purchasing Manual with
3 regards to Agreement and approve the execution of the same with Waste Management; and

4 **WHEREAS**, the Town Commission deems it to be in the best interests of the Town to
5 approve the Agreement with Waste Management.

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

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

10 **Section 2. Agreement Approval.** The Agreement with Waste Management attached
11 in substantial form as Exhibit “A,” is hereby approved.

12 **Section 3. Authorization to Execute and Make Changes.** The Town Manager is
13 authorized to execute the Agreement together with all changes that are acceptable to the Town
14 Manager and Town Attorney.

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

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

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

23 **PASSED AND ADOPTED** this ____ day of January 2024.

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Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk
(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

AGREEMENT
between
TOWN OF LAUDERDALE-BY-THE-SEA
and
WASTE MANAGEMENT INC. OF FLORIDA
for
C&D, AND BULK WASTE DISPOSAL SERVICES

THIS AGREEMENT is by and between the Town of Lauderdale-By-The-Sea, Florida, a municipal corporation existing under the laws of the State of Florida (“Town”), and Waste Management Inc. of Florida, a Florida corporation (“Contractor”).

WITNESSETH:

WHEREAS, since 2018, the Town contracted with Waste Connections of Florida, Inc. to provide disposal of Solid Waste, Bulk Trash, Yard Trash, Commingled Waste, and Construction and Demolition Debris services to the Town through a piggyback agreement with the City of Deerfield Beach; and

WHEREAS, the Town’s ability to continue to piggyback from that agreement is no longer an option available to the Town; and

WHEREAS, Town staff has performed market research to determine whether there are other vendors that can provide similar services; and

WHEREAS, the Town Commission determined it is beneficial and in the best interest of the public to enter into an agreement with Waste Connections of Florida, Inc. for solid waste disposal services, and a separate agreement with Contractor for disposal of Construction & Demolition Debris, and Bulk Waste (“Disposal Services”); and

WHEREAS, Contractor agrees to accept Disposal Services for Acceptable Waste as defined in this Agreement from the Town delivered to the Oakes Road Facility or the Deerfield East Facility, or both, by Town or its Designated Hauler on the terms and conditions set forth below.

NOW, THEREFORE, IN CONSIDERATION of the premises and mutual covenants hereinafter contained, the parties agree as follows:

ARTICLE 1
INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The above recitals are true and correct and are incorporated herein by this reference.

ARTICLE 2

DEFINITIONS

For purposes of this Agreement, the definitions in this Article shall apply, unless otherwise specifically stated. To the extent any definition contained herein conflicts with any similar definition contained in any federal, state, or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require Contractor to undertake any conduct that is prohibited by Applicable Law.

Acceptable Waste means Construction & Demolition Debris (“C&D”) and Bulk Waste authorized pursuant to any and all laws, regulations, authorizations, permits, contracts, registrations and notices of intent (and any related applications), registrations, notices of intent and any administrative orders or agreements, at the Facilities (as defined herein). Acceptable Waste shall not contain any regulated quantity of (i) infectious waste; (ii) Hazardous Waste, (iii) or other waste which is required by government authority or by its general nature to be handled or disposed of other than in accordance with the Facilities’ normal operating procedures; or (iv) waste that does not strictly conform to the descriptions of waste materials that the Facilities are authorized to accept under their respective Authorizations. The Facilities, in their sole but reasonable discretion, shall have the right to reject any material or any load containing material that does not conform to the definition of Acceptable Waste.

Applicable Law means all applicable federal, state and local (municipal and county) laws, ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this Agreement.

Authorizations means those permits, licenses, registrations, approvals, certificates, contracts, credentials, warrants and authorizations issued by the applicable federal, state, and local governmental agency, body jurisdiction or unit.

Bulk Waste means large waste items such as furniture, sofas, chairs, carpets, mattresses, White Goods-Non-CFC, and Yard Trash (as defined under Section 403.703, Florida Statutes). Bulk Waste does not include White Goods – CFC.

Change in Law means (i) the adoption, promulgation, or modification or reauthorization after the date of this Agreement of any law, regulation, order, statute, ordinance, rule or binding judicial or administrative ruling that was not adopted, promulgated, modified or reissued on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification or any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (i) or (ii) establishes requirements affecting a party’s operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, state, county tax law or workers’ compensation law shall not be a Change in Law. However, in the event that a federal, state or local entity imposes a fee, charge or tax after the date of this Agreement

that applies to a party's operation per se, such fee, charge or tax shall be treated as a Change in Law.

Commencement Date means the date services in this Agreement shall commence, which shall be 1/24/24.

Construction & Demolition Debris ("C&D") has the meaning given in Chapter 403, Florida Statutes, as may be amended from time to time, and means discarded materials generally considered to be non water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from new site development, the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction or structures at a site remote from the construction or demolition project site.

Contract means this Agreement, including all exhibits, attachments, and other documents that are expressly incorporated by reference, between the Town and the Contractor, governing the provision of services as defined in this Agreement.

Contract Administrator means the person designated by the Town to act as the Town's representative during the term of this Agreement.

Day means one calendar day unless otherwise defined.

Designated Hauler means the hauler or haulers authorized by the Town to transport the Acceptable Waste to the Facilities.

Effective Date means the date this Agreement has been executed by both the Town and the Contractor.

Facility(ies) means one or both of the following disposal facilities: (1) Contractor's Oaks Road Facility located at 3250 SW 50th Avenue, Davie, Florida 33314-2110 ("Oaks Road Facility"); or (2) Contractor's Deerfield East Facility located at 1750 SW 43rd Terrace, Deerfield Beach, Florida 33442 ("Deerfield East Facility"). Final disposal will be at Contractor's Monarch Hill Landfill located at 2700 Wiles Road, Pompano Beach, FL 33073 ("Monarch Hill Landfill").

Fiscal Year means the twelve (12) month period commencing October 1 and ending September 30.

Hazardous Waste means waste listed, characterized, or designated as hazardous by the United States Environmental Protection Agency, pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. 6901, as may be amended from time to time, and its implementing regulations, as well as by analogous Florida statute or rules.

Holidays means designated holidays on which the Contractor shall not be required to provide service. Holidays shall only mean Christmas Day unless additional holidays are approved by the Contract Administrator.

Ton refers to a unit of weight equal to 2,000 pounds, also referred to as a short Ton.

White Goods – CFC means appliances or other devices that contain or may release freon or chlorofluorocarbons, including but not limited to refrigerators, freezers, air conditioning units, dehumidifiers.

White Goods – Non-CFC means appliances that either are not designated to and do not contain freon or chlorofluorocarbons or have had same removed by an authorized, licensed and certified operator in compliance with all applicable laws and regulations and are duly tagged.

ARTICLE 3 **DISPOSAL SERVICES**

3.1 *Contractor Services.* Contractor shall provide the Disposal Services for all of the Town's Acceptable Waste in accordance with this Agreement. Contractor shall accept and weigh all Acceptable Waste delivered by the Town for disposal at the Facilities during the term of, and in accordance with, this Agreement.

3.2 *Delivery Materials.* Beginning on the Commencement Date, the Town shall deliver the Acceptable Waste collected by the Town to the Facilities. The Town makes no assurances or guarantees regarding the quantity of Acceptable Waste that will be delivered to the Facilities.

3.3 *Weighing Materials.* The Facilities shall be equipped with adequately sized, legal-for-trade accurate truck scales and computerized recording keeping systems for weighing and recording all incoming Town delivery vehicles and Materials delivered. Such scales shall be inspected and approved for use prior to placing them into service. The truck scales shall be regularly maintained, and recalibrated and certified at least annually during the Initial Term and any Renewal Terms of this Agreement, in accordance with the requirements of the Florida Department of Agriculture.

The Contractor shall weigh all Town delivery vehicles transporting Acceptable Waste that enter the Facilities, record such weights separate from all other materials, and generate reports of incoming Acceptable Waste as required herein or requested by the Town. The Contractor may use tare weights. If the Contractor chooses to use tare weights, all tare weights, including vehicles, compactors, and containers must be recalibrated at least every sixty (60) calendar days and reported to the Contract Administrator monthly.

ARTICLE 4

TERM OF AGREEMENT

4.1 *Initial Term.* This Agreement shall take effect upon the Effective Date, and beginning upon the Commencement Date, shall continue for one year ("Initial Term"), unless renewed pursuant to Article 4.2 or terminated earlier pursuant to Article 9.

4.2 *Renewals.* This Agreement may be renewed for up to nine (9) additional, successive one-year renewal terms (each renewal is a "Renewal Term") provided all the terms, conditions and specifications remain the same, both parties agree to the renewal, and such renewal is approved by the Town Manager.

4.3 *Termination and extension.* This Agreement may only be terminated as provided in Article 9 of this Agreement. In the event that this Agreement is terminated as a result of Contractor's default or Town's default not due to Town's non-payment, or is otherwise set to expire, Town shall have the right to an extension of Disposal Services for up to sixty (60) days provided that the Town specifies the desired length of the extension in the termination letter, or extension request letter, transmitted to Contractor. In the event Town exercises its right to an extension, this Agreement shall be deemed automatically extended for the period specified in the notice transmitted to the Contractor. The remunerations to be paid to the Contractor during this extension period shall be based upon the Disposal Service Charges in effect at the time of such termination or expiration, which shall be adjusted as provided herein as if the term extended through the extension period. Notwithstanding any language herein to the contrary, Town and Contractor retain their rights during any such extension to seek damages for material breach or material default of this Agreement by either party.

ARTICLE 5

SERVICE CHARGES

5.1 *Disposal Service Charge.* Within thirty (30) days after each operating month, the Contractor shall invoice the Town for Disposal Services provided by Contractor based upon the per ton disposal rate as set forth herein:

- \$54.00 per ton disposal rate for Acceptable Waste delivered to the Deerfield East Facility or the Oakes Road Facility for processing. Such rate is exclusive of all Fees, transporting and royalties, which shall be borne by Town. "Fees" shall mean all federal, state, local or other similar charges related to the handling or disposal of materials governed by this Agreement. Final disposal will be at Monarch Hill Landfill.
- a) The disposal rate shall be adjusted annually pursuant to the Consumer Price Index (CPI). Specifically, the disposal rate shall be automatically adjusted as of October 1 of each Fiscal Year of the term of this Agreement (the "Adjustment Date") by adding to the then current Fiscal Year's rate the amount obtained by multiplying such current rate by the average change (expressed as a percentage) as follows: the adjustment to the rate shall be calculated as the percent change in the average Consumer Price Index

series CUUR0000SEHG CPI-U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted, as published by the Bureau of Labor Statistics by comparing the average of the percentage changes June through May 12 months of the current year of the adjustment, with the same June through May 12-months in the preceding year. The maximum CPI adjustment in any year shall be five percent (5%). The rate shall not be adjusted downward for negative CPI changes. Contractor will provide notice to the Town of the CPI adjustment at least 60 days prior to such adjustment,

5.2 *Payment procedure.*

5.2.1 Contractor shall tender to the Town a statement of the compensation due to Contractor resulting from accepting the Town's Acceptable Waste. Town shall pay all invoices in full within thirty (30) days after receipt. Town shall pay interest on the unpaid balance at a rate of one (1) percent per month not to exceed the highest lawful rate. Failure to make timely payments of undisputed invoices shall permit Contractor to suspend acceptance of material from Town and/or terminate this Agreement pursuant to Section 9 below, in addition to all other rights and remedies Contractor may have at law or in equity.

5.2.2 If the Town, in good faith, disagrees with the amount stated in the invoice, the Town shall notify the Contractor of such dispute. The Town shall make payment to Contractor of undisputed invoiced amounts within 30 days after receipt of the invoice. In the event of a disputed amount, the parties shall reasonably attempt to discover the cause of any discrepancy between the parties, and if a resolution is not reached within 45 days of receipt of the invoice, the parties shall resolve the dispute in a manner permitted by Florida law. The existence of a dispute shall not delay payment of undisputed amounts to Contractor, or relieve Contractor of its obligations to Town under this Agreement.

5.3 Town agrees to pay Contractor for the Disposal Services in the amounts set forth herein for work actually performed and completed pursuant to this Agreement, which amounts shall be accepted by Contractor as full compensation for all such work. It is acknowledged and agreed by Contractor that such amounts are the maximum payable and constitute a limitation upon Town's obligation to compensate Contractor for its services related to this Agreement. These amounts, however, do not constitute a limitation, of any sort, upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from this Agreement. No amount shall be paid to Contractor to reimburse its expenses.

ARTICLE 6
OPERATION OF FACILITIES

6.1 *Rules and Regulations.* Subject to its operational requirements and other business needs, Contractor shall use reasonable discretion during the term of this Agreement to cause the applicable Facility, its transferees, contractors, and affiliates to be open for operation during the

Facility's regular business hours. If the operating hours are restricted by a third party, then Contractor shall use its reasonable discretion to cause the Facility to be open for operation during such reduced hours. Contractor shall give Town prompt notice of any attempt to restrict business hours. Town acknowledges the right of Contractor to make and enforce reasonable safety rules and regulations as are necessary regarding the Facility and Town and its Designated Hauler, and will abide by such rules as established from time to time. Contractor shall furnish a copy of such rules and regulations upon request and notify Town of any changes as they occur.

6.2 *Access to Facility.* If any vehicles of Town or its Designated Hauler entering a Facility become incapacitated or unable to move on the Facility premises for causes other than those attributable to the condition of the access roads, Contractor may, but shall have no obligation to, provide assistance in moving the vehicle, all at the sole cost and expense of the Town or its Designated Hauler. In such circumstances, Town and its Designated Hauler agrees that Contractor shall have no liability for damage to any incapacitated vehicle or property resulting from rendering such assistance.

6.3 *Site Inspections.* The Town shall have the right, during the Contractor's hours of operation, to inspect both the operating and maintenance practices of the Facilities. The Contractor shall reasonably accommodate the Town's inspection rights described herein, provided it does not create a safety hazard. The Town shall notify the Contractor at least 24 hours prior to the inspection.

6.4 *Disposal Facilities.* Prior to Contractor's use of any disposal facility in the performance of this Agreement and upon request by the Town, Contractor shall provide the Town with documentation that the disposal facility to be utilized is legally permitted.

6.5 *Safety.* Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Disposal Services. Contractor shall comply with the applicable rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes Section 440.56), the Florida Department of Environmental Protection regarding environmental safety, the standards set forth in the Occupational Safety and Health Act of 1970 ("OSHA") and its amendments, and all other laws and regulations applicable to the services provided in connection with this Agreement.

ARTICLE 7 **TITLE/ACCEPTANCE**

7.1 *Title and Risk of Loss.* Title and risk of loss and responsibility to Acceptable Waste delivered to one of the Facilities by Town or its Designated Hauler(s) shall pass to Contractor at the time the waste material is removed from the delivery vehicle at such Facility. Title to waste material which does not conform to the definition of Acceptable Waste shall remain with Town or its Designated Hauler, as the case may be, and shall not be deemed to pass to Contractor.

7.2 *Tender of Acceptable Waste.* Town or its Designated Hauler shall tender Acceptable Waste to Contractor and Contractor shall accept Acceptable Waste conforming to the requirements and terms of this Agreement. Acceptable Waste shall be considered accepted at the

time the material is removed from Town's or its Designated Hauler's vehicle at the receiving Facility. Acceptance of Acceptable Waste shall not impair or operate as a waiver of any remedy available to Contractor, including revocation of acceptance in the event that the Acceptable Waste is later discovered to be nonconforming.

7.3 *Inspection.* Contractor may inspect, sample, analyze and test any load; however, exercise or a failure to exercise such right shall not relieve the Town or its Designated Hauler of its indemnity or other obligations under this Agreement to deliver only Acceptable Waste.

7.4 *Non-Acceptable Waste.* If Town or its Designated Hauler delivers to one or more of the Facilities any material failing to conform to the definition of Acceptable Waste in this Agreement or to the requirements of any authorization or applicable government law, regulation, rule, directive or order, and if Contractor notifies Town or its Designated Hauler of the delivery of, and requests removal of such non-conforming materials, Town or its Designated Hauler shall make available to the applicable Facility, or cause to be made available to the Facility, within two (2) days of such notice, containers and vehicles suitable for transporting such non-conforming material and Town shall thereafter remove, or cause to be removed, within three (3) days of such notice, such non-conforming material from the Facility in accordance with applicable laws and regulations.

7.5 *Notification of Acceptable Waste.* If at any time Town or its Designated Hauler learn that waste it delivered to a Facility was not Acceptable Waste, it shall promptly notify Contractor and provide the basis for its undertaking.

ARTICLE 8 **DEFAULT AND TERMINATION**

8.1 *Default.* If either party defaults in the performance of this Agreement for thirty (30) days after the other party has given the defaulting party written notice thereof, the non-defaulting party may elect to terminate this Agreement and/or pursue any other remedies at law or in equity with respect to such default. The rights of the non-defaulting party hereunder shall be in addition to, and not in substitution of, any rights it may have at law or in equity.

8.2 *Non-appropriation of Funds.* The obligation of the Town for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period, regardless of Agreement term, is subject to appropriation of funds, unless otherwise authorized.

ARTICLE 9 **INSURANCE**

9.1 *Policy limits.* Contractor shall not commence performance under this Agreement until Contractor has obtained all insurance required under this section.

Contractor shall maintain insurance with minimum policy limits for each coverage as scheduled below, with such coverage per occurrence, single limit, and commencing prior to the commencement of the work and continuing to provide coverage for claims based on occurrences during the Initial Term and any Renewal Term of this Agreement for a minimum of three years from the date of termination or expiration of this Agreement:

Automobile Liability Bodily Injury:	\$1,000,000 each person; \$1,000,000 each accident
Automobile Property Damage:	\$1,000,000 each accident
Com. Gen. Liability:	\$1,000,000 each occurrence; \$1,000,000 aggregate
Property Damage:	\$1,000,000 each occurrence \$1,000,000 aggregate
Environmental Impairment:	\$1,000,000 aggregate
Umbrella Coverage:	\$5,000,000 aggregate (in excess of GL & AL above)
Worker's Compensation:	Coverage A – Statutory; Coverage B - \$1,000,000

9.2 *Town as additional insured.* The Town shall be named as an additional insured on all insurance policies required under this Agreement, except Workers' Compensation.

9.3 *Insurance company standards:* Policies required under this Agreement shall be issued by companies authorized to do business under the laws of the State of Florida, with a minimum rating from AM Best Company of A-Excellent: FSC VII.

9.4 *Notice of cancellation.* Contractor agrees to furnish Town with at least 30 days prior written notice of any cancellation of any insurance policy required under this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, Contractor shall furnish, at least ten days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension there under is in effect. Contractor shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

9.5 *Premium payment responsibility.* Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

ARTICLE 10

INDEMNITY

10.1 Town shall cause its Designated Haulers to indemnify and hold harmless Contractor and its affiliates, respective officers, directors and employees, from and against all liabilities, including without limitation strict liabilities arising under any federal, state or local laws or rules, including, without limitation, those relating to the environment, expenses (including but not limited to reasonable attorneys' fees and expenses of investigation and litigation), claims, damages, fines and penalties which any person or entity may at any time suffer or sustain or become liable for by reason of the delivery of any material that fails to conform to the definition of Acceptable Waste, including without limitation, violations of any application laws and rules contamination or impacts upon the environment that violate applicable law, rules, directives, orders or Authorizations, property damage, injuries resulting in death or injury to either persons or property, real or personal or both, of Contractor, its affiliates or the employees of any such party or to any other persons in any manner caused by or resulting from the acts, omissions or willful misconduct of Town's Designated Hauler(s), including its contractors, or any employees or agents of such entities. Town shall indemnify and hold harmless Contractor, its affiliates, respective officers, directors and employees, from and against all liabilities and expenses (including but not limited to reasonable attorneys' fees and expenses of investigation and litigation), claims, damages, fines and penalties which any person or entity may at any time suffer or sustain or become liable for by reason of or resulting from the breach of, misrepresentation in, untruth in, or known inaccuracy in any representation, warranty or covenant of Town set forth in this Agreement. Town's obligations hereunder shall be subject to its right to sovereign immunity and Chapter 768.28, Florida Statutes, as may amended from time to time. In the event the Town delivers waste to the Facilities in its own trucks and with its own employees, the indemnification obligation set forth herein applicable to Town's Designated Hauler shall apply to Town. This provision shall not act as a waiver of the Town's sovereign immunity under Florida law.

10.2 Contractor shall indemnify and hold harmless Town and its affiliates, respective officers, directors and employees, from and against all liabilities, including, without limitation strict liabilities arising under any federal, state or local laws or rules, including, without limitation, those relating to the environment, expenses (including but not limited to reasonable attorneys' fees and expenses of investigation and litigation), claims, damages, fines and penalties which any person or entity may at any time suffer or sustain or become liable for by reason of the improper disposal of any Acceptable Waste accepted by Contractor, including without limitation, violations of any applicable laws and rules, contamination impacts upon the environment that violate applicable laws, rules, directives, orders or Authorizations, property damage, injuries resulting in death or injury to either persons or property, real or personal or both, of Town and its affiliates or the employees of any such party or to any other persons in any manner caused by or resulting from the acts, omissions, or willful misconduct of Contractor, any designee or any entity engaged by Contractor, including Contractor's subcontractors, or any employees or agents of such entities or resulting from the breach of, misrepresentation in, untruth in, or known inaccuracy in any representation, warranty or covenant of Contractor set forth in this Agreement.

10.3 Neither Town nor Contractor shall be liable for consequential, incidental or punitive damages.

10.4 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

10.5 Town reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the Town.

10.6 Nothing contained herein is intended nor shall be construed to waive Town's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 11

FORCE MAJEURE

The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean:

- (a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, epidemics, quarantine, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockage or insurrection, riot, or civil disturbance;
- (b) The order or judgment of any federal, state or local court, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws and decisions of State courts interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon or of a third party for whom the party relying thereon is responsible; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party;
- (c) The failure to issue, suspension, termination, interruption, denial, or failure of renewal of any permit or approval essential to the operation of one or more of the Facilities, provided that such failure does not arise from Facilities' negligence or failure to comply with rules, regulations, permit licenses.
- (d) A Change in Law;
- (e) The failure to any appropriate federal, state, county, or local public agency or private utility or similar entity having operational jurisdiction in the area in which the Landfill is located, to provide and maintain utilities, services, water and sewer lines, transportation or similar function and power transmission lines which are required for and essential to the operation of one or more of the Facilities; and

- (f) The condemnation, taking, seizure, involuntary conversion, or requisition of title to or use of the designated facility or any material portion or part thereof taken by the action of any federal, state or local governmental agency or authorities.

As a condition precedent to the right to claim excuse of performance, the party experiencing a Force Majeure event shall:

- (a) Promptly notify the other party verbally; and
- (b) As soon as practical, but in no event more than ten (10) days thereafter, prepare and deliver to the other party a Notice with a written description of (1) the commencement of the Force Majeure event, (2) its estimated duration impact on the party's obligations, under this Agreement.

Whenever a Force Majeure event shall occur, the parties shall, as quickly as possible, to the extent reasonable, eliminate the cause and resume performance under this Agreement. Additionally, either party shall provide prompt Notice to the other of the cessation of a Force Majeure event.

ARTICLE 12

REPRESENTATIONS AND WARRANTIES

12.1 If at any time, Town discovers any non-conforming waste or other materials, it shall promptly notify Contractor of any information it obtains or has obtained indicating that non-conforming waste or other materials was delivered. Town's activities hereunder shall be in compliance with all applicable federal, state and local governmental laws, regulations, ordinances, licenses, permits, orders, directives and rules relating to the collection and transportation of such waste.

12.2 Contractor represents that the equipment and facilities provided by it to perform services are suitable to perform such services and that all personnel are trained in accordance with applicable laws and rules. Contractor shall perform all services in full compliance with all applicable federal, state and local governmental laws, regulations, ordinances, licenses, permits, orders, directives, and rules relating to collection, transportation and disposal of waste. Contractor shall dispose of all Acceptable Waste delivered to it within Contractor's system of waste management facilities.

ARTICLE 13

MISCELLANEOUS

13.1 *Joint Preparation.* The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.2 *Merger and Amendment.* This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon

any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Agreement.

13.3 *Assignment.* Neither party may assign its obligations as set forth in this Agreement without the prior written consent of the other; provided, however, Contractor may assign this Agreement to a parent or affiliated company without the consent of the Town.. This Agreement shall be binding on any and all successors to Contractor.

13.4 *Public Records.* Contractor agrees to comply with all of the requirements of the Florida Public Records Act. Specifically, Contractor shall:

1. Keep and maintain public records required by the Town to perform the Disposal Services.
2. Upon request from Town's custodian of public records, provide the Town with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to Town.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, transfer, at no cost, to the Town all public records in possession of the Contractor within 7 business day of completion or termination of this Agreement. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency. Once the public records have been delivered to the Town upon completion of termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

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

TOWN CLERK
Katrina Adler
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308
E-mail: TownClerk@Lauderdalebythesea-FL.org

13.5 *Audit and inspection rights and retention of records.* During normal business hours, Town shall have the right to audit the books, records and accounts of Contractor that document and substantiate Contractor's performance under this Agreement. Contractor shall keep such books, records, and accounts reasonably required to document and substantiate Contractor's performance under this Agreement, including, but not limited to, records concerning calibration of the motor truck scales and the monthly reports required under Article 3.7.

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless litigation involving this agreement or the Disposal Services is commenced prior to expiration of such three year period, in which case the records shall be retained by Contractor until all such litigation or claims involving the records have been resolved. Such retention of such records and documents shall be at the Contractor's expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for disallowance and recovery of any payment upon such entry. Except as otherwise provided herein, the Town and Contractor shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

13.6 *Governing law and venue.* This Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. If either party is required to enforce this Agreement by court proceedings or otherwise, whether or not formal action is required, each party shall pay its own attorney's fees and costs.

13.7 *Severability.* In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

13.8 *Waiver.* Failure to enforce any provision in this Agreement shall not constitute a waiver by either party and any such provision shall remain in full force and effect and may be asserted by either party at any time during the term of this Agreement.

13.9 *Independent Contractor.* Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of Contractor. This Agreement shall not constitute or make the parties a partnership or joint venture.

13.10 *Notices.* Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt or by an overnight express delivery service addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery.

Addresses of the parties are as follows:

FOR TOWN OF LAUDERDALE-BY-THE-SEA:

Town Manager
Town of Lauderdale-By-The-Sea
4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308
Telephone: 954-784-3434
E-mail: Townmanager@lbts-fl.gov

Copy to:

Town Attorney
4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308
Telephone: 954-763-4242
E-mail: STrevarthen@wsh-law.com

FOR CONTRACTOR:

Waste Management Inc. of Florida
Attn: David M. Myhan
Waste Management Inc. of Florida
1800 N. Military Trail, Suite 201
Boca Raton, FL 33431
dmyhan@wm.com

Copy to:

Lisa Silva, Esq.
Waste Management Inc. of Florida
1800 N. Military Trail, Suite 201
Boca Raton, FL 33431

13.11 *Third Party Beneficiaries.* Neither Town nor Contractor intend that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement.

Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

13.12 *Priority of Provisions.* If there is a conflict or inconsistency between any term, statement, requirement or provision of any exhibit attached hereto, any document or events referred to herein or any document incorporated into this Agreement by reference and a term, statement, requirement or provision of this Agreement, the term, statement, requirement or provision contained in Articles 1 through 16 of this Agreement shall prevail and be given effect.

13.13 *Compliance with Laws.* The parties shall comply with all federal, state and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

13.14 *Further Assurances.* The Town and Contractor agree to execute and deliver any instruments and perform any acts that may be reasonably necessary or reasonably requested in order to give full effect to this Agreement.

ARTICLE 14 **SCRUTINIZED COMPANIES**

14.1 In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

- A. Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or
- B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company

- (1) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
- (2) Is engaged in business operations in Syria.

14.2 By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria.

ARTICLE 15

E-VERIFY

Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

15.1 Definitions for this Section:

15.1.1. "Contractor" a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant. For purposes of this Article, "Contractor" shall mean Waste Connections of Florida, Inc.

15.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

15.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

15.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

15.2 Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

15.2.2. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

15.2.3. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town; and

15.2.4. The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall

maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 16

ETHICS

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WASTE MANAGEMENT INC. OF FLORIDA,

Witness

Printed Name

Witness

Printed Name

By:_____

David M. Myhan

Title

Date of Request

Witnesses:

TOWN OF LAUDERDALE-BY-THE-SEA

By:_____
CHRIS VINCENT, MAYOR

By:_____
LINDA CONNORS, TOWN MANAGER

Attest:

(SEAL)

KATRINA ADLER, TOWN CLERK

Dated:_____

Approved by:

SUSAN L. TREVARTHEN
TOWN ATTORNEY



Town Commission Agenda Item Report

Meeting Date: January 23, 2024

Submitted By:

Submitting Department: Administration

Item Type: Resolution

Agenda Section: OLD BUSINESS

Subject Title: Resolution 2024-02: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH WASTE CONNECTIONS OF FLORIDA FOR SOLID WASTE DISPOSAL SERVICES FOR A THREE-YEAR TERM; WAIVING THE REQUIREMENTS FOR COMPETITIVE SOLICITATION SET FORTH IN THE PURCHASING MANUAL; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Explanation: The Town currently utilizes the City of Deerfield Beach (DFB) agreement with Progressive Waste Solutions of FL, Inc., (d/b/a Waste Connections of Florida) for solid waste disposal services. The Town's agreement was set to expire November 30, 2023.

In March 2023 Town staff had spoken with Deerfield Beach regarding if a solicitation was planned for a new contract as the existing contract was expiring on June 30, 2023. They confirmed this was their intent, and we expressed our interest in participating in the solicitation process with Deerfield Beach. In anticipation of this, Lauderdale by the Sea provided its disposal tonnage to Deerfield Beach to include in their solicitation. While the initial agreement expired on June 30, 2023, Lauderdale By the Sea was granted an extension until November 30, 2023, at prices set forth in the contract due to the solicitation still being outstanding.

On September 11, 2023, Deerfield Beach released Invitation to Bid (ITB) 23-33-PC, Solid Waste Disposal and Recyclables Processing Services. Bids were initially due on October 19, 2023, but the due date was extended one week until October 26, 2023. No bids were received. Staff then began looking at other options for disposal services. The Town searched for another contract to utilize for piggybacking however given the myriad of complications associated with this (including many of the vendors not permitting piggybacks), it was necessary for us to secure our own longer-term agreement(s) for waste disposal services for its residential and commercial customers. The Town has received proposals from Waste Connections and Waste Management which mirror the pricing in the proposals that were offered to the City of Oakland Park in December 2023.

The proposals the Town received both reflect price increases to disposal rates:

Waste Connections proposed rate is \$61.50/ton for municipal solid waste (garbage). This is a 34% increase for garbage.

Waste Management's proposed rate is \$80.00/ton for municipal solid waste (garbage). This is a 74% increase for garbage.

Staff recommends acceptance of Waste Connections proposal for municipal solid waste at a cost of \$61.50/ton

Waste Connections is proposing an initial term of three years with three (3) one (1) year renewal options and are requesting annual pricing adjustments based on changes in the Consumer Price Index.

Given that we are currently unable to piggyback off of any other existing local contracts that would provide better pricing, our relatively small trash volume and the fact that these two entities own the adjacent waste transfer facilities, it is unlikely we would receive a more cost-effective proposal by RFP solicitation. Staff is requesting that Commission waive the normal purchasing procedures and utilize Section IV (L) of the Purchasing Manual, deeming these proposals brought forward to be in the best interest of the Town.

Recommendation: Authorize the Town Manager to execute an agreement with Waste Connections for Waste Disposal Services related to municipal solid waste.

Exhibits:

1. Reso 2024-02 Solid Waste Agreement with Waste Connections

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A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH WASTE CONNECTIONS OF FLORIDA FOR SOLID WASTE DISPOSAL SERVICES FOR A THREE-YEAR TERM; WAIVING THE REQUIREMENTS FOR COMPETITIVE SOLICITATIONS SET FORTH IN THE PURCHASING MANUAL; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, since 2018, Waste Connections of Florida, Inc. (“Waste Connections”) has provided disposal of Solid Waste, Bulk Trash, Yard Trash, Commingled Waste, and Construction and Demolition Debris to the Town of Lauderdale-By-The-Sea (“Town”) through a piggyback agreement with the City of Deerfield Beach; and

WHEREAS, the Town's ability to continue to piggyback from that agreement is no longer an option available to the Town; and

WHEREAS, Town staff has performed market research to determine whether there are other vendors that can provide similar services; and

WHEREAS, Town Staff recommends executing a new agreement with Waste Connections, attached as Exhibit “A,” to continue to provide the Town with solid waste disposal service, which will include a three-year term, with three optional one-year renewal terms; and

WHEREAS, pursuant to the Purchasing Manual, the Town Commission may waive the purchasing requirements when the Town Commission finds that it is in the best interest of the Town to do so; and

WHEREAS, based on the foregoing, Town Staff requests that the Town Commission waive the formal competitive solicitation requirements set forth in the Purchasing Manual with

1 regards to the Solid Waste Disposal Services Agreement (“Agreement”), attached as Exhibit “A,”
2 and approve the execution of the Agreement with Waste Connections; and

3 **WHEREAS**, the Town Commission deems it to be in the best interests of the Town to
4 approve the Agreement with Waste Connections.

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

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

9 **Section 2. Agreement Approval.** The Agreement with Waste Connections attached
10 in substantial form as Exhibit “A,” is hereby approved.

11 **Section 3. Authorization to Execute and Make Changes.** The Town Manager is
12 authorized to execute the Agreement together with all changes that are acceptable to the Town
13 Manager and Town Attorney.

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

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

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

22 **PASSED AND ADOPTED** this _____ day of January 2024.
23

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

AGREEMENT
between
TOWN OF LAUDERDALE-BY-THE-SEA
and
WASTE CONNECTIONS OF FLORIDA, INC.
for
SOLID WASTE DISPOSAL SERVICES

THIS AGREEMENT is by and between the Town of Lauderdale-By-The-Sea, Florida, a municipal corporation existing under the laws of the State of Florida (“Town”), and Waste Connections of Florida, Inc., a Delaware corporation registered to do business in the State of Florida (“Contractor”).

WITNESSETH:

WHEREAS, since 2018, Contractor has previously provided disposal of Solid Waste, Bulk Trash, Yard Trash, Commingled Waste, and Construction and Demolition Debris to the Town through a piggyback agreement with the City of Deerfield Beach; and

WHEREAS, the Town’s ability to continue to piggyback from that agreement is no longer an option available to the Town; and

WHEREAS, Town staff has performed market research to determine whether there are other vendors that can provide similar services; and

WHEREAS, the Town Commission determined it is beneficial and in the best interest of the public to enter into an agreement with Contractor for solid waste disposal services, and a separate agreement with Waste Management, Inc. of Florida for disposal of Construction & Demolition Debris and Bulk Waste; and

WHEREAS, Contractor agrees to accept disposal solid waste services of Materials (“Disposal Services”) from the Town delivered to a Designated Receiving Facility by Town or its designated hauler on the terms and conditions set forth below.

NOW, THEREFORE, IN CONSIDERATION of the premises and mutual covenants hereinafter contained, the parties agree as follows:

ARTICLE 1
INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The above recitals are true and correct and are incorporated herein by this reference.

- 1.2 This Agreement together with Contractor's pricing proposal dated December 5, 2023, attached and incorporated as Exhibit "1" to this Agreement, shall constitute the entire Agreement, except to the extent specifically modified herein.

ARTICLE 2 **DEFINITIONS**

For purposes of this Agreement, the definitions in this Article shall apply, unless otherwise specifically stated. To the extent that any definition contained herein conflicts with any similar definition contained in any federal, state, or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require Contractor to undertake any conduct that is prohibited by Applicable Law.

Applicable Law means all applicable federal, state and local (municipal and county) laws, ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this Agreement.

Biological Waste has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

Biomedical Waste has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

Town means the Town of Lauderdale-By-The-Sea.

Town Commission or Commission means the Town Commission of the Town of Lauderdale-By-The-Sea, Florida.

Code means the Code of Ordinances of the Town of Lauderdale-By-The-Sea, Florida.

Commencement Date means the date services in this Agreement shall commence, which shall be 1/24/24.

Contract means this Agreement, including all exhibits, attachments, and other documents that are expressly incorporated by reference, between the Town and the Contractor, governing the provision of services as defined in this Agreement.

Contract Administrator means the person designated by the Town to act as the Town's representative during the term of this Agreement.

Contractor means Progressive Waste Solutions of Florida, Inc., d/b/a Waste Connections of Florida.

Day means one calendar day unless otherwise defined.

Designated Disposal Facility means the solid waste management facility designated in this Agreement as the final delivery location for the Town's materials.

Designated Receiving Facility means the facility designed in this Agreement at which Materials are received by the Contractor.

Effective Date means the date this Agreement has been executed by both the Town and the Contractor.

E-Waste means end-of-life or discarded electronic devices and component parts. For the purposes of the Contract, E-Waste includes computers, monitors, laptops, mice, printers, televisions, DVD, Blue Ray, CD or VCR players, copiers, fax machines, cell phones, chargers, rechargeable batteries, scanners, keyboards, stereos, speakers, or similar electronic products.

Force Majeure shall mean any event or condition having a material and adverse effect on the rights, duties and obligations of a party to the Contract that is beyond the reasonable control, and not the result of willful or negligent action or omission or a lack of reasonable diligence, of the party relying thereon as justification for not performing. Such events or conditions may include, but shall not be limited to: an act of God, epidemic, hurricane, earthquake, fire, explosion, storm, flood or similar occurrence, an act of war, effects of nuclear radiation, blockage, insurrection, riot, labor unrest (other than with respect to employees of the party claiming relief), civil disturbance, restraint of government or people or similar occurrences. In any event, Force Majeure shall not include the following:

- a) the failure of any subcontractor or any supplier to furnish labor, services, materials, or equipment, unless caused by an event of Force Majeure;
- b) the suspension, termination, interruption, denial or failure of renewal of any permit, license, consent, authorization or approval relating to the operation of a legally permitted disposal facility which is the result of any action or inaction or failure of compliance by Contractor or any affiliate;
- c) any change in law (other than to the extent that Contractor's physical ability to process Solid Waste is eliminated due to a change in law);
- d) loss or unavailability of personnel desired by Contractor to operate or maintain a legally permitted disposal facility;
- e) wear and tear or obsolescence of any parts or equipment; or
- f) except as a result of an independent event of Force Majeure, the loss of or inability to obtain or retain any utility services, including water, sewer, fuel oil, gasoline and electric power necessary for the operation of a legally permitted disposal facility.

Ground Level means at the same level as the ground.

Hazardous Waste has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

Holidays means designated holidays on which the Contractor shall not be required to provide service. Holidays shall only mean Christmas Day unless additional holidays are approved by the Contract Administrator.

Household Hazardous Waste or HHW means household products that contain corrosive, toxic, ignitable, or reactive ingredients, including but not limited to, paints, cleaners, oils, batteries, and pesticides, or other household materials that contain potentially hazardous ingredients, and that require special care for disposal.

Material(s) means Solid Waste collected by the Town. “Material(s)” excludes Unacceptable Waste.

Recyclable Materials or Recyclables has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

Sludge has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

Solid Waste has the meaning given in Section 403.703, Florida Statutes, as amended from time to time. For the purposes of this Contract, Solid Waste shall not include Sludge or Recyclables.

Special Wastes has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

Ton refers to a unit of weight equal to 2,000 pounds, also referred to as a short Ton.

Unacceptable Waste means Biological Waste, Biomedical Waste, Hazardous Waste, sludge, tires, used oil, or lead acid batteries.

White Goods has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

Yard Trash means vegetative matter resulting from landscaping maintenance and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, tree branches and other similar matter. Yard Trash includes Christmas trees, but does not include Contractor-Generated Waste.

ARTICLE 3 **DISPOSAL SERVICES**

3.1 *Contractor Services.* Contractor shall provide the Disposal Services to the Town in accordance with the specifications set forth in this Agreement. Contractor shall accept and weigh all Materials delivered by the Town for disposal at the Designated Receiving Facility during the term of, and in accordance with, this Agreement.

3.2 *Delivery of Materials.* Beginning on the Commencement Date, the Town shall deliver the Materials collected by the Town to the Designated Receiving Facility. The Town makes no assurances or guarantees regarding the quantity of Material that will be delivered to the Designated Receiving Facility.

3.3 *Weighing Materials.* The Designated Receiving Facility shall be equipped with adequately sized, legal-for-trade accurate truck scales and computerized recording keeping systems for weighing and recording all incoming Town delivery vehicles and Materials delivered. Such scales shall be inspected and approved for use prior to placing them into service. The truck scales shall be regularly maintained, and recalibrated and certified at least annually during the Initial Term and any Renewal Terms of this Agreement, in accordance with the requirements of the Florida Department of Agriculture.

The Contractor shall weigh all Town delivery vehicles transporting Material that enter the Designated Receiving Facility, record such weights separate from all other materials, and generate reports of incoming Material as required herein or requested by the Town. The Contractor may use tare weights. If the Contractor chooses to use tare weights, all tare weights, including vehicles, compactors, and containers must be recalibrated at least every sixty (60) calendar days and reported to the Contract Administrator monthly.

3.4 *Turn-Around Times.* The Designated Receiving Facility shall be operated to facilitate time efficient delivery vehicle access during operations. The delivery vehicle turn-around time from Town's arrival at the Designated Receiving Facility site entrance to Town's exit from the Designated Receiving Facility Site shall not exceed twenty (20) minutes. Delays in turn-around time (i) caused by equipment failure not due to the negligence of the Contractor or (ii) due to the fault of the Town's delivery vehicle shall be excluded. Upon twenty-four hours' advance notice, Contractor shall provide the Town with access to its records to verify delivery vehicle turn-around times.

3.5 *Title to Materials.* Upon acceptance of the Materials at the Designated Receiving Facility, the Contractor shall own all of the Materials and shall be responsible for transportation, processing and disposal, including all costs thereof, of all of the Materials in accordance with all applicable local, state and federal law. Title to and liability for Unacceptable Waste shall remain with the Town.

3.6 *Final Disposal.* If the Designated Receiving Facility is not also a disposal facility, the Contractor shall legally process the Materials at the Designated Receiving Facility and transport and deliver the Materials to the legally permitted Designated Disposal Facility.

3.7 *Monthly Reports.* Prior to the fifteenth (15th) day of each month during the term of this Agreement, the Contractor shall submit a report electronically to the Contract Administrator, in a format approved by the Town, that provides the total tonnage of Material received at the Designated Receiving Facility during the previous month, as well as a breakdown by delivery date and time, vehicle number, type of material, and Tons. If applicable, the report shall include any tonnage diverted from disposal by the Contractor. Upon request by the Town,

Contractor shall provide any additional information or reports necessary for the Town to manage this Agreement or the Town's Materials disposal program.

ARTICLE 4 **TERM OF AGREEMENT**

4.1 *Initial Term.* This Agreement shall take effect upon the Effective Date, and beginning upon the Commencement Date, shall continue for a three-year period of time ("Initial Term"), unless renewed pursuant to Article 4.2 or terminated earlier pursuant to Article 9.

4.2 *Renewals.* This Agreement may be renewed for up to three (3) additional, successive one-year renewal terms (each renewal is a "Renewal Term") at the Town's option, provided all the terms, conditions and specifications remain the same, both parties agree to the renewal, and such renewal is approved by the Town Manager. Town and Contractor shall meet to discuss renewal terms not less than 12 months prior to the expiration of the current term of this Agreement.

4.3 *Termination and extension.* This Agreement may only be terminated as provided in Article 9 of this Agreement. In the event that this Agreement is terminated as a result of Contractor's default or Town's default not due to Town's non-payment, or is otherwise set to expire, Town shall have the right to an extension of Disposal Services for up to 180 days provided that the Town specifies the desired length of the extension in the termination letter, or extension request letter, transmitted to Contractor. In the event Town exercises its right to an extension, this Agreement shall be deemed automatically extended for the period specified in the notice transmitted to the Contractor. The remunerations to be paid to the Contractor during this extension period shall be based upon the Disposal Service Charges in effect at the time of such termination or expiration, which shall be adjusted as provided herein as if the term extended through the extension period. Notwithstanding any language herein to the contrary, Town and Contractor retain their rights during any such extension to seek damages for material breach or material default of this Agreement by either party.

ARTICLE 5 **SERVICE CHARGES**

5.1 *Disposal Service Charge.* Within 15 days after each operating month, the Contractor shall invoice the Town for Disposal Services provided by Contractor based upon the per ton Disposal Services Charges as set forth herein:

- \$61.50 per ton (includes commercial waste, residential waste, and yard waste, but does not include Unacceptable Waste, HHW, Hazardous or Special waste, Biological Waste or Biomedical Waste); and
- Beginning October 1, 2024, and on October 1 of each subsequent year during any initial term of the Agreement or a renewal term, the increase (CPI) of the disposal fee shall be 100% of the applicable CPI and not exceed five percent (5.00%); and

- Per ton disposal fees are subject to CPI adjustments within 30 days written notice of such adjustment; and
- During a renewal term, there will be no cap on CPI, but rather the rate will be set at the then current index; and
- During any term, the CPI calculation of the disposal fee per ton shall never result in a reduction, the disposal price adjustment shall always be equal to or greater than zero.

5.2 *Payment procedure.*

5.2.1 Each month, Contractor shall calculate the amount of Disposal Service Charges owed to the Contractor by the Town for Disposal Services based on the provisions of the Agreement and shall submit an invoice to the Town for payment. The invoice shall be due within 30 days of receipt.

5.2.2 If the Town, in good faith, disagrees with the amount stated in the invoice, the Town shall notify the Contractor of such dispute. The Town shall make payment to Contractor of undisputed invoiced amounts within 30 days after receipt of the invoice. In the event of a disputed amount, the parties shall reasonably attempt to discover the cause of any discrepancy between the parties, and if a resolution is not reached within 45 days of receipt of the invoice, the parties shall resolve the dispute in a manner permitted by Florida law. The existence of a dispute shall not delay payment of undisputed amounts to Contractor, or relieve Contractor of its obligations to Town under this Agreement.

- 5.3 Town agrees to pay Contractor for the Disposal Services in the amounts set forth in Contractor's Proposal and as further provided herein for work actually performed and completed pursuant to this Agreement, which amounts shall be accepted by Contractor as full compensation for all such work. It is acknowledged and agreed by Contractor that such amounts are the maximum payable and constitute a limitation upon Town's obligation to compensate Contractor for its services related to this Agreement. These amounts, however, do not constitute a limitation, of any sort, upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from Contractor's Proposal and this Agreement. No amount shall be paid to Contractor to reimburse its expenses.

ARTICLE 6 **OPERATION OF FACILITIES**

6.1 *Personnel and equipment requirement.* Contractor shall provide, at its sole expense, all necessary personnel, materials and equipment for the operation, maintenance and repair of the Designated Receiving Facility.

6.2 *Designated Receiving Facility.* Contractor shall accept all Materials delivered to the Designated Receiving Facility by the Town. The Designated Receiving Facility (Deerfield Beach Recycling and Transfer located at 1751 S.W. 43rd Terrace, Deerfield Beach, FL 33442) may be replaced by the Contractor with a different facility, subject to the Town's prior approval, which approval shall be in the Town's sole discretion. In the event Contractor replaces the Designated Receiving Facility with a Designated Receiving Facility that is further from Town Hall than the Deerfield Beach Recycling Facility and Transfer Designated Receiving Facility, Contractor shall reimburse the Town for any incremental costs the Town incurs for transportation of the Materials, either directly or indirectly, due to replacement of the Designated Receiving Facility. In lieu of Contractor's reimbursement, the Town shall have the right, in its sole discretion, to offset the Disposal Services Charge due with the additional transportation costs the Town incurs due to replacement of the Designated Receiving Facility based on the provision of reasonable documentation supporting the additional transportation costs.

6.3 *Dates and hours of operation.* Contractor shall keep its Designated Receiving Facility open for the receipt of the Materials from the Town from 6:00 a.m. to 6:00 p.m., Monday through Friday, and from 6:00 a.m. to 4:00 p.m. on Saturday, during every day of the year, excluding Christmas and Sundays. To the extent permitted by law and to the extent that capacity is available, Contractor shall use all reasonable efforts to keep the Designated Receiving Facility open for additional hours to accept Materials, if requested by the Town. No changes in scheduled receiving hours shall be made without the prior written approval of the Contract Administrator.

6.4 *Good working order requirement.* Contractor shall operate and maintain its Designated Receiving Facility, including the site, site roadway, facility scales and tipping floor, in good working order, and shall timely make all necessary repairs and replacements, consistent with the prevailing practices and standards in the waste disposal industry, and consistent with all Applicable Law. The Designated Receiving Facility shall be accessible via an unobstructed paved and improved roadway on Ground Level. Contractor shall monitor and maintain surface conditions of the entrance and egress to the Designated Receiving Facility to mitigate potholes, flooding, or any other obstacles that may cause excessive wear and tear to the Town's vehicles.

6.5 *Unacceptable Waste.*

6.5.1 The Town shall institute reasonable procedures to prevent the delivery to the Designated Receiving Facility of Unacceptable Waste by the Town. To the extent such procedures would affect the operation of the Designated Receiving Facility; such procedures shall be reasonably acceptable to the Contractor.

6.5.2 The Contractor shall cooperate with the Town in connection with all matters regarding Unacceptable Waste under this Agreement.

6.5.3 If Unacceptable Waste is found within a load of Material delivered by the Town or its agents to a Designated Receiving Facility, the Contractor shall immediately inform the Contract Administrator of the delivery location, vehicle number, date, time, and estimated quantity and type of Unacceptable Waste. The Contractor is responsible for properly isolating, containerizing, and disposing of

such Unacceptable Waste in accordance with all Applicable Laws governing such waste. If the Contractor has reasonably documented that such Unacceptable Waste was delivered by or on behalf of the Town, the cost of managing and disposing of such Unacceptable Waste shall be borne by the Town.

6.7 *Site Inspections.* The Town shall have the right, during the Contractor's hours of operation, to inspect both the operating and maintenance practices of the Designated Receiving Facility or Designated Disposal Facility. The Contractor shall reasonably accommodate the Town's inspection rights described herein, provided it does not create a safety hazard. The Town shall notify the Contractor at least 24 hours prior to the inspection.

6.8 *Disposal Facilities.* Prior to Contractor's use of any disposal facility in the performance of this Agreement, Contractor shall provide the Town with documentation that the disposal facility to be utilized is legally permitted.

6.9 *Safety.* Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Disposal Services. Contractor shall comply with the applicable rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes Section 440.56), the Florida Department of Environmental Protection regarding environmental safety, the standards set forth in the Occupational Safety and Health Act of 1970 ("OSHA") and its amendments, and all other laws and regulations applicable to the services provided in connection with this Agreement. Contractor shall take all reasonable precautions and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all Town and Contractor employees on the Designated Receiving Facility site and all other persons who may be affected thereby, (ii) all materials and equipment incorporated therein and Town equipment that enter the Designated Receiving Facility site, and (iii) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways medians, structures and utilities.

ARTICLE 7 **CONDITIONS PRECEDENT**

Prior to Contractor's commencement of Disposal Services pursuant to this Agreement, Contractor shall deliver to Town, in a form acceptable to the Town in its sole discretion, the following documents within 15 days of execution of this Agreement:

- a) A fully executed Performance Bond or Unconditional Irrevocable Letter of Credit, in a form acceptable to the Town, in a face amount equal to one hundred percent (100%) of the annual Agreement amount utilizing FY 2016 tonnage figures (\$3,583,850.00), as surety for Contractor's faithful performance under the terms and conditions of this Agreement; and
- b) All required certificates of insurance as determined by the Town.

ARTICLE 8 **LIQUIDATED DAMAGES**

It is the intention of the Town to ensure that the Contractor provide a quality level of Disposal Services. The Town and Contractor acknowledge and agree that it is impossible to precisely determine the amount of damages that would be incurred by the Town due to Contractor's breach, including the circumstances described in this Article for which the Contractor would otherwise be liable. Accordingly, Contractor acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement, and Contractor agrees that the liquidated damages below are reasonable under the circumstances and do not constitute a penalty. Accordingly, the following shall constitute liquidated damages, not penalties, that the Town may assess against the Contractor, and may deduct from any monies due or which may become due to the Contractor, for failing to comply with requirements of this Agreement. . The Town must assert claims for liquidated damages within 30 days of each occurrence it believes allows the Town to recover liquidated damages, otherwise such claims are waived as to those occurrences. Contractor shall cure all service failures immediately or within any time limits set forth in this Agreement, regardless of whether liquidated damages are assessed.

1. Failure to accept Solid Waste during scheduled receiving hours.	\$1,000.00 per unaccepted load
2. Failure to provide a daily average delivery vehicle turnaround time that does not exceed 20 minutes.	\$100.00 per day
3. Failure to submit timely records and reports.	\$100.00 per calendar day late
4. Failure of Contractor to comply with any other provision of this Agreement related to Disposal Services that is not listed above	\$100.00 per day

ARTICLE 9 **DEFAULT AND TERMINATION**

9.1 *Termination for Cause.* In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in this Agreement, the Town shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the Town, the Town shall have all legal remedies available to it, including but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract. In the event Town fails to make payment to Contractor as required under this Agreement, and such payment has not been remedied within 45 days after receipt of notice non-payment, the Contractor may, if such payment breach is continuing, terminate this Agreement upon 60 days written notice to the Town of the intent to terminate. In no event, however, shall Contractor be excused from providing the Disposal Services unless and until the Agreement is effectively terminated and any extension rights exercised by the Town under Article 4.3 have expired.

9.2 *Termination for Convenience during Initial Term.* Neither party may terminate this Agreement for convenience during the Initial Term.

9.3 *Termination for Convenience during Renewal Term.* During any Renewal Term, either party may terminate this Agreement for convenience upon 120 days' written notice to the other party.

9.4 *Non-appropriation of Funds.* The obligation of the Town for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period, regardless of Agreement term, is subject to appropriation of funds, unless otherwise authorized.

ARTICLE 10 **INSURANCE**

10.1 *Policy limits.* Contractor shall not commence performance under this Agreement until Contractor has obtained all insurance required under this section and such Certificates of Insurance reflecting evidence of the required insurance have been filed with the Town Manager.

Contractor shall maintain insurance with minimum policy limits for each coverage as scheduled below, with such coverage per occurrence, single limit, and commencing prior to the commencement of the work and continuing to provide coverage for claims based on occurrences during the Initial Term and any Renewal Term of this Agreement (except for Pollution Liability, which may be provided on a claim made basis) for a minimum of three years from the date of termination or expiration of this Agreement:

General Liability:	\$1,000,000/\$2,000,000
Automobile Liability:	\$1,000,000/\$2,000,000
Pollution Liability:	\$10,000,000/\$10,000,000
Umbrella Coverage:	\$5,000,000 (in excess of GL and AL above)
Worker's Compensation:	Statutory Amount

10.2 *Town as additional insured.* The Town shall be named as an additional insured on all insurance policies required under this Agreement, except Workers' Compensation.

10.3 *Insurance company standards:* Policies required under this Agreement shall be issued by companies authorized to do business under the laws of the State of Florida, with a minimum rating from AM Best Company of A-Excellent: FSC VII.

10.4 *Notice of cancellation.* Contractor agrees to furnish Town with at least 30 days prior written notice of any cancellation of any insurance policy required under this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, Contractor shall furnish, at least ten days

prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension there under is in effect. Contractor shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

10.5 *Premium payment responsibility.* Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

ARTICLE 11 **LIABILITY**

11.1 Subject to Article 11.2 below, the Town and the Contractor shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement. Nothing in this Agreement shall be deemed as a waiver of the Town's sovereign immunity protection under Section 768.28, Fla. Stat.

11.2 To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the Town, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damages; but not only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the Town, its employees, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The Town reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion and termination of the Agreement.

11.3 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

11.4 Town reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the Town.

11.5 Nothing contained herein is intended nor shall be construed to waive Town's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 12

FORCE MAJEURE

In the event of an occurrence of a Force Majeure rendering either party unable to perform, or delaying either party from performing in accordance with this Agreement, such inability or delay shall be excused at time during which compliance with this Agreement is prevented by such event and during such period thereafter as may be reasonably necessary for the party to correct the adverse effect of the Force Majeure. Both parties shall use their best efforts to remedy the cause(es) of any event of Force Majeure and shall cooperate with each other in such efforts. The non-performing party shall diligently attempt to mitigate any such circumstance and shall notify the other party of the extent and anticipated duration of non-performance. In addition to finding and notifying the Town of an Alternate Designated Receiving Facility in the event Force Majeure renders the Designated Receiving Facility incapable of receiving the Town's Materials, Contractor commits to use all reasonable efforts to reconstruct all or part of the Designated Receiving Facility, which may be physically damaged by an event of Force Majeure should such reconstruction be practicable, commercially and otherwise.

ARTICLE 13

WASTE DIVERSION

The Town does not currently have plans to separate Commingling Waste during the collection process. During the Term of this Agreement, for the purpose of waste diversion the Town may consider modifying its current program to provide for segregated Bulk Trash and Yard Trash. In the event the Town modifies its program to separate Commingled Waste into Bulk Trash and Yard Trash processing, Contractor agrees to meet with the Town to negotiate in good faith such modification to the Town's program.

ARTICLE 14

MISCELLANEOUS

14.1 *Joint Preparation.* The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

14.2 *Merger and Amendment.* This Agreement, including the Contractor's Proposal, incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Agreement.

14.3 *Assignment.* Except as provided herein, the Contractor may not assign its obligations as set forth in this Agreement without the prior written consent of the Town. The

Contractor may (i) without the consent of the Town, (a) assign or pledge Contractor's interest in the Agreement in connection with any financing or re-financing activity or (b) assign this Agreement to another affiliate of Contractor (provided that the Town shall have the right to request a parent company guaranty); and (ii) with the consent of the Town, which may be withheld in Town's sole discretion, assign this Agreement in connection with a sale or assignment of its interest in the Designated Receiving Facility, provided that Contractor can reasonably demonstrate that the assignee has a financial strength which is equal to or better than that of Contractor at the time of the proposed assignment. This Agreement shall be binding on any and all successors to Contractor.

14.4 *Public Records.* Contractor agrees to comply with all of the requirements of the Florida Public Records Act. Specifically, Contractor shall:

1. Keep and maintain public records required by the Town to perform the Disposal Services.
2. Upon request from Town's custodian of public records, provide the Town with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to Town.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, transfer, at no cost, to the Town all public records in possession of the Contractor within 7 business day of completion or termination of this Agreement. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency. Once the public records have been delivered to the Town upon completion of termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

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

TOWN CLERK
Katrina Adler
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308
E-mail: TownClerk@Lauderdalebythesea-FL.org

14.5 *Audit and inspection rights and retention of records.* During normal business hours, Town shall have the right to audit the books, records and accounts of Contractor that document and substantiate Contractor's performance under this Agreement. Contractor shall keep such books, records, and accounts reasonably required to document and substantiate Contractor's performance under this Agreement, including, but not limited to, records concerning calibration of the motor truck scales and the monthly reports required under Article 3.7.

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless litigation involving this agreement or the Disposal Services is commenced prior to expiration of such three year period, in which case the records shall be retained by Contractor until all such litigation or claims involving the records have been resolved. Such retention of such records and documents shall be at the Contractor's expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for disallowance and recovery of any payment upon such entry. Except as otherwise provided herein, the Town and Contractor shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

14.6 *Governing law and venue.* This Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. If either party is required to enforce this Agreement by court proceedings or otherwise, whether or not formal action is required, each party shall pay its own attorney's fees and costs.

14.7 *Severability.* In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

14.8 *Independent Contractor.* Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of Contractor. This Agreement shall not constitute or make the parties a partnership or joint venture.

14.9 *Notices.* Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt or by an overnight express delivery service addressed to the party for whom it is

intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery.

Addresses of the parties are as follows:

FOR TOWN OF LAUDERDALE-BY-THE-SEA:

Town Manager
TOWN OF LAUDERDALE-BY-THE-SEA
4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308
Telephone: 954-784-3434
E-mail: Townmanager@lbts-fl.gov

Copy to:

Town Attorney
4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308
Telephone: 954-763-4242
E-mail: STrevarthen@wsh-law.com

FOR CONTRACTOR:

Waste Connections of Florida, Inc.
Attn: Division Vice-President
1099 Miller Drive
Altamonte Springs, FL 32701

Copy to:

Waste Connections of Florida, Inc.
Attn: District Manager
3840 NW 37th Ct.
Miami, FL 33142

and

Waste Connections US, Inc.
Attn: Legal Department
3 Waterway Square Place, Suite 110

14.10 *Third Party Beneficiaries.* Neither Town nor Contractor intend that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

14.11 *Priority of Provisions.* If there is a conflict or inconsistency between any term, statement, requirement or provision of any exhibit attached hereto, any document or events referred to herein or any document incorporated into this Agreement by reference and a term, statement, requirement or provision of this Agreement, the term, statement, requirement or provision contained in Articles 1 through 16 of this Agreement shall prevail and be given effect.

14.12 *Compliance with Laws.* The parties shall comply with all federal, state and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

14.13 *Further Assurances.* The Town and Contractor agree to execute and deliver any instruments and perform any acts that may be reasonably necessary or reasonably requested in order to give full effect to this Agreement.

ARTICLE 15

SCRUTINIZED COMPANIES

15.1 In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

- A. Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or
- B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company

- (1) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
- (2) Is engaged in business operations in Syria.

15.2 By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies

with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria.

ARTICLE 16

E-VERIFY

Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

16.1 Definitions for this Section:

16.1.1. “Contractor” a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant. For purposes of this Article, “Contractor” shall mean Waste Connections of Florida, Inc.

16.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

16.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

16.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

16.2 Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

16.2.2 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

16.2.3 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the Town; and

16.2.4 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all

subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 17

ETHICS

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WASTE CONNECTIONS OF FLORIDA, INC.

Witness

Printed Name

Witness

Printed Name

By:_____

Printed Name

Title

Date of Request

Witnesses:

TOWN OF LAUDERDALE-BY-THE-SEA

By:_____
CHRIS VINCENT, MAYOR

By:_____
LINDA CONNORS, TOWN MANAGER

Attest:

(SEAL)

KATRINA ADLER, TOWN CLERK

Dated:_____

Approved by:

SUSAN L. TREVARTHEN
TOWN ATTORNEY



WASTE CONNECTIONS, INC.
Connect with the Future

Exhibit 1

Waste Connections of Florida, Inc.
3840 NW 37th Court
Miami, FL 33142

December 5, 2023

VIA E-MAIL

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

Re: Solid Waste Disposal Pricing Proposal

Dear Ms. Connors:

As you know, Waste Connections has had the privilege of being the Town of Lauderdale-By-The-Sea's solid waste disposal vendor for many years. You have asked us to provide the Town solid waste disposal pricing that would begin in January 2024.

Based on your request, and after a careful review of the market, Waste Connections of Florida makes this offer to the Town of Lauderdale-By-The-Sea of disposal capacity for solid waste only at our Deerfield Beach Transfer Station (the current location, no changes for your trucks would be required) for a price of \$61.50 per ton. The waste streams included would be commercial waste, residential waste, bulk waste, yard waste, and construction & demolition, no hazardous or special waste. While general terms will need to be negotiated after your Commission approves the proposal in January, Waste Connections proposes that at a minimum the following terms be included:

1. That the Agreement is for a term of 3-years provided both parties agree to the this negotiated deal. Neither party can terminate for convenience during initial term. There are (3) 1 -year renewals available. Any renewals would need to be by mutual agreement. During any renewal period, either party may terminate for convenience on 120-day notice.
2. No early termination, and no termination for convenience for initial term.
3. Beginning on October 1, 2024, and on October 1 of each subsequent year during any initial term of the Agreement or a renewal term, the increase (CPI) of the disposal fee shall be 100% of the applicable CPI and not exceed five percent (5.00%). Per ton disposal fees are subject to CPI adjustments within 30 days written notice of such adjustment. The forgoing notwithstanding, during the renewal term, there is no cap on CPI, but rather will be set at the then current index. Further during any term, the CPI calculation of the disposal fee per ton shall never result in a reduction, the disposal price adjustment shall always be equal to or greater than zero.

We look forward to a continued relationship that we have enjoyed with the Town over the years. If you should have any additional, questions please do not hesitate in giving me a call.

Respectfully submitted,

Jason Pepitone
Government Affairs Manager



Agenda Item No: 13.a.

Town Commission Agenda Item Report

Meeting Date: January 23, 2024

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Action Item

Agenda Section: NEW BUSINESS

Subject Title: Resolution 2024-03: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE TERMINATION OF MEMORANDUM OF POST CLOSING PAYMENTS FOR THE REAL PROPERTY LOCATED AT 4312 N. OCEAN DRIVE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE TERMINATION AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

Explanation: On July 13, 2022, the Town entered into a contract with Flamingo East, LLC to purchase the property located at 4312 North Ocean Drive and operate a 52-space parking lot on the property. The Commission agreed to pay for the property in four equal installments and a revenue share was established which would decrease after the Town made each payment. Last year, the Commission revised the installment payments to pay off the property sooner (Resolution 2023-20).

At the January 9, 2024 Commission meeting, the Town Manager asked the Commission to consider paying the remaining installments immediately so that the Town could eliminate sharing the revenue received from the parking lot with the original property owner. She explained that the parking fund, which is where the payments were drawn, collected more funds than budgeted and that the Town had sufficient monies to make the payment without detriment to the Town. The Commission agreed and staff has prepared the Termination of Post-Closing Payments to reflect such changes (Resolution 2024-03).

Recommendation: Staff recommends approval of Resolution 2024-03 amending the post closing payment schedule and authorizing the Town Manager and Town Attorney to take all actions necessary to implement said amendment.

Exhibits:

1. Resolution 2024-03

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WHEREAS, on July 13, 2022, the Town entered into a Commercial Contract (the “Contract”) with Flamingo East, LLC (the “Seller”) to purchase the property at 4312 N. Ocean Drive (the “Property”) and operate a parking lot on the Property comprised of 52 parking spaces, known as the South Ocean Drive Parking Lot; and

WHEREAS, as part of the Contract, the purchase price for the Property would be paid in four installments (the “Installment Payments”); and

WHEREAS, to secure payment for the Installment Payments, the deed conveying the Property to the Town (the “Deed”) contained language that allows the ownership of the Property to revert to the Seller should the Town fail to make (after notice and cure period) any Installment Payment.

WHEREAS, additionally, although the Lease was terminated at closing, the Town has agreed to continue the Revenue Share at a decreased rate until the last Installment Payment in the manner set forth in the Memorandum of Post Closing Payments entered into by the Town and the Seller at closing of the acquisition, as amended (the “Memorandum of Post Closing Payments”); and

WHEREAS, the Town would like to pay all remaining Installment Payments and
cease payments of the Parking Revenue Payments; and

31 **WHEREAS**, the Town Commission finds that is in the best interest of the Town
32 and its residents to approve and authorize the execution of the Termination of
33 Memorandum of Post Closing Payments to reflect the termination of the Installment
34 Payments and the Parking Revenue Payments.

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

37 **SECTION 1. Recitals.** The foregoing “Whereas” clauses are hereby ratified and
38 confirmed by the Town Commission, and incorporated herein.

39 **SECTION 2. Termination to Memorandum of Post Closing Payments**
40 **Approved.** The Termination to Memorandum of Post Closing Payments, attached hereto
41 as Exhibit “A,” is hereby approved.

42 **SECTION 3. Authorization to Execute the Documents.** The Town Manager is
43 hereby authorized to execute the Termination to Memorandum of Post Closing Payments,
44 in substantially the same form as attached Exhibit “A,” together with such other
45 documents as are deemed necessary by the Town Manager and approved as to form and
46 legal sufficiency by the Town Attorney to provide for the termination of the Installment
47 Payments and the Parking Revenue Payments.

48 **SECTION 4. Implementation.** The Town Manager and Town Attorney are
49 authorized to take all actions necessary to implement the Termination of Memorandum of
50 Post Closing Payments.

52 **SECTION 5. Effective Date.** This Resolution shall become effective upon
53 passage and adoption.

54 **PASSED AND ADOPTED** on this 23rd day of January 2024.

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MAYOR CHRIS VINCENT

Attest:

Katrina Adler, Town Clerk

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APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**Prepared By and After
Recorded Mail Document To:**

Maria V. Currais, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
2800 Ponce de Leon Blvd., Suite 1200 Coral
Gables, FL 33134

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

**TERMINATION OF
MEMORANDUM OF POST CLOSING PAYMENTS**

THIS TERMINATION OF MEMORANDUM OF POST CLOSING PAYMENTS (the “Termination”) made and entered into as of the ____ day of _____, 2024, by and between Flamingo East, LLC, a Florida limited liability company (“Seller”) and the Town of Lauderdale-By-The-Sea, Florida, a Florida municipal corporation (“Buyer”).

RECITALS:

A. On September 1, 2022, Seller sold to Buyer the real property located in Broward County, Florida more particularly described on the Warranty Deed recorded in Instrument # 118402299 in the Public Records of Broward County, Florida and attached hereto as Exhibit “A” (the “Property”).

B. In connection with the transfer of the Property, the parties entered into a Memorandum of Post Closing Payments recorded in Instrument # 118402298 in the Public Records of Broward County, Florida as amended by the Amendment to Memorandum of Post Closing Payments (collectively the “Memorandum of Post Closing Payments”) setting forth the Parking Revenue Payments and Installment Payment to be paid by the Buyer to the Seller.

C. Buyer and Seller desire to enter this Termination to confirm that all obligations under the Memorandum of Post Closing Payments have been completed.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the mutual promises and undertakings contained herein and other good and valuable consideration, the parties hereto, intending to be legally bound, agree as follows:

1. The foregoing recitals are true and are incorporated herein by this reference. All capitalized terms not defined herein shall have the meanings given such terms in the Memorandum of Post Closing Payments.

2. On the date hereof, the balance of the Purchase Price in the amount of \$_____ has been paid in full as follows:

- a. One (1) payment of \$_____ to Paradise Bank, a Florida banking corporation; and
- b. One (1) payment of \$1,500,000 to the Seller.

3. As the Purchase Price has been paid in full, the Parking Revenue Payments are terminated and will no longer continue to be paid.

4. This Termination may be executed in multiple counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

5. The instructions and conditions contained herein may not be modified, amended, or altered in any way except by a writing (which may be in counterpart copies) signed by Seller and Buyer.

6. This Termination shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and assigns.

7. Time is of the essence of all terms of this Termination.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Termination as of the date first above written.

BUYER:

**TOWN OF LAUDERDALE-BY-THE-SEA,
FLORIDA, a Florida municipal corporation**

ATTEST:

Name: _____

By: _____

Name: _____

Title: _____

Date: _____

**APPROVED AS TO FORM AND
SUFFICIENCY FOR THE USE AND
RELIANCE OF TOWN OF
LAUDERDALE BY THE SEA,
FLORIDA ONLY**

Weiss Serota Helfman Cole & Bierman, PL
Town Attorney

By: _____

Name: Maria V. Currais, Esq.

Title: Partner

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me ☐ in person or ☐ by remote notary on _____, by _____ as _____ of the Town of Lauderdale by the Sea, Florida, on behalf of the Town. He/She is personally known to me or has produced _____ as identification.

[SEAL]

Notary Public, State of Florida

[SIGNATURE BLOCKS CONTINUE ON FOLLOWING PAGES]

SELLER:

WITNESSES:

FLAMINGO EAST, LLC, a Florida limited liability company

Name: _____
Address: _____

By: _____
Kenneth E. Richardson, Manager

Date: _____

Name: _____
Address: _____

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me ☐ in person or ☐ by remote notary on _____, by Kenneth E. Richardson, as Manager of Flamingo East, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

[SEAL]

Notary Public, State of Florida

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 2, 3, 4, and 5, Block 15, LAUDERDALE BY THE SEA, according to the map or Plat thereof, recorded in Plat Book 6, Page 2, of the Public Records of Broward County, Florida.

**CONSENT OF SELLER'S LENDER TO
TERMINATION TO MEMORANDUM OF POST CLOSING PAYMENTS**

Flamingo East, LLC, a Florida limited liability company ("Seller") assigned a portion of its payment rights under the Memorandum of Post Closing Payments recorded in Instrument # 118402298 in the Public Records of Broward County, Florida to Paradise Bank, a Florida banking corporation (the "Seller's Lender"). Seller and the Town of Lauderdale-By-The-Sea, Florida, a Florida municipal corporation ("Buyer") have agreed to amend the terms of the Memorandum of Post Closing Payments as set forth in the attached Termination to Memorandum of Post Closing Payments (the "Termination"). The Seller's Lender hereby agrees to the amended payment terms of the Termination.

Additionally, the Seller's Lender hereby confirms and agrees that the payment terms set forth in the Collateral Assignment of Commercial Contract and Memorandum of Post Closing Payments recorded in Instrument # 118402300 in the Public Records of Broward County, Florida are hereby amended to reflect the payment terms of this Termination without the need for a separate instrument to reflect the same.

SELLER'S LENDER:

WITNESSES:

PARADISE BANK, a Florida banking corporation

Name: _____

Address: _____

By: _____

Name: _____

Title: _____

Date: _____

Name: _____

Address: _____

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me ☐ in person or ☐ by remote notary on _____, by _____, as _____ of Paradise Bank, a Florida banking corporation, on behalf of the bank. He is personally known to me or has produced _____ as identification.

[SEAL]

Notary Public, State of Florida



Town Commission Agenda Item Report

Meeting Date: January 23, 2024

Submitted By: Randy Strauss, Commissioner

Submitting Department: Town Commission

Item Type: Action Item

Agenda Section: NEW BUSINESS

Subject Title: Resolution 2024-04: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN LINDA CONNORS AND THE TOWN, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

Explanation: On October 21, 2021, Linda Connors was selected to be the Town Manager. At their last meeting, the Commission reviewed Ms. Connors' performance over the past year and unanimously agreed that her performance in the Town was exemplary, giving her an average score of 4.73 out of a possible 5 on her written performance evaluation.

I was selected to negotiate her contract when we presented her original contract in October 2021. After her evaluation in 2022, the Commission agreed to increase her salary so that it was in line with her peers' salary. This year, after her excellent review, Ms. Connors' has suggested that she would like to extend her contract and review the benefits included in her contract.

At the December 13 meeting, the Commission agreed and elected that I would again work with Ms. Connors to negotiate a contract extension and amendments to her benefits to similarly align them with those of her peers.

Pursuant to the process in the current agreement, we must first complete Ms. Connors' 2023 performance review by providing a 5% raise, based on the average performance evaluation score of 4.73 out of 5. As also discussed at the December meeting, Ms. Connors' agreement is scheduled to expire in October of this year; we agreed to consider an extension as part of this negotiation, and she proposes to extend her contract expiration date to October 30, 2027.

After reviewing several contracts from municipalities in Broward County, the Town Manager and I have negotiated the following amendments, all of which are regularly found in other municipalities' contracts:

Compensation

- Provide a COLA increase equal to what is provided for Town staff each year
- Provide for an additional adjustment to salary up to 5% for performance

Benefits

- Increase the 457 retirement contribution to be equal to the maximum amount allowed by the federal government as is done in most agreements (Implementation is staggered with an additional \$5,000 in both FY24 and FY25, and then the maximum permitted by law will be provided thereafter)
- \$600 monthly car allowance (Note: car benefit is currently provided to the Deputy Town Manager)
- Vacation time to increase by 5 additional days in Oct. 2026 (5-year anniversary as Town Manager)
- Provide electronic devices for business use

Severance

- Increase payout of benefits to include 100% accrued sick time, with maximum accrual set by the Town Personnel Manual
- Pay 20 weeks of health insurance premium

We also discussed how the Commission's approach to the performance review process has evolved, and agreed on revisions to that portion of the agreement to reflect the current practice.

Recommendation: Approve Resolution 2024-04 amending and extending Ms. Connors' contract to October 30, 2027.

Exhibits:

1. Resolution 2024-04 Linda Connors Employment Agreement

RESOLUTION NO. 2024-04

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN LINDA CONNORS AND THE TOWN ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the Town of Lauderdale-By-The-Sea (the “Town”) provides for a Town Manager to serve as the chief executive officer and the head of the administrative branch of the Town government; and

WHEREAS, Linda Connors has been serving as Town Manager in accordance with an Employment Agreement pursuant to Resolution 2021-64, which term ends October 26, 2024; and

WHEREAS, the Town Commission and Ms. Connors desire to extend the term of employment with Ms. Connors, and to amend and restate certain terms and conditions as set forth in the agreement attached hereto as Exhibit “A” (hereinafter the “Amended and Restated Employment Agreement”); and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve the Amended and Restated Employment Agreement with Ms. Connors.

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

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

Section 2. Approval of Agreement. The Town Commission hereby approves the Amended and Restated Employment Agreement with Ms. Connors attached hereto as Exhibit “A.”

Section 3. Conflicts. All other Resolutions or parts of Resolutions in conflict herewith, be and the same are 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 in no way affecting the validity of the other provisions of this Resolution.

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

PASSED AND ADOPTED this 23rd day of January, 2024.

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

AMENDED AND RESTATED **EMPLOYMENT AGREEMENT**

THIS **AMENDED AND RESTATED EMPLOYMENT** AGREEMENT (the "Agreement") is made and entered into as of the ____ day of ____, **2024 2021**, between the Town of Lauderdale-By-The-Sea (the "**Town**") and Linda Connors (the "**Employee**") (**collectively, the "Parties"**).

BACKGROUND

~~The Town wishes to employ Employee in the position of Town Manager, and Employee wishes to be employed as Town Manager under the terms and conditions set forth in this Agreement.~~

~~In October 2021, the Town Council selected Employee as Town Manager, which final appointment was subject to negotiation and approval of terms of an Employment Agreement (the "Initial Agreement") between the Parties.~~

~~The Town desires to extend the term of Initial Agreement with Employee, and to modify certain terms and conditions of employment detailed therein, and Employee wishes to continue employment as Town Manager under amended and restated terms and conditions as set forth in this Agreement.~~

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and Employee agree to the following:

SECTION 1. DUTIES AND QUALIFICATIONS

- 1.1 **Qualifications:** The Town Commission hereby finds that the Town Manager satisfies the qualifications required by Section 5.3 of the Town Charter. Employee is not required to be a member of the International City Management Association, and is not required to be a resident of the Town.
- 1.2 **Duties:** Town agrees to employ Employee as Town Manager to perform the duties and exercise the powers as prescribed by state law (including, but not limited to Chapter 112, Florida Statutes, Code of Ethics), the Town Charter (including, but not limited to Section 5.5) and the Town Code, and to perform such other legally permissible and proper duties and functions as assigned by the Town Commission from time to time. The Town Manager is an exempt employee under the Fair Labor Standards Act and, as such, Employee is not entitled to payment of overtime or accrual of any kind of compensatory time leave or payment. Without limitation, the Town Manager shall also oversee the operation of the Town's public safety contractors, and shall provide regular status reports on pending projects if requested by the Town Commission.

SECTION 2. TERM

- 2.1 **Term:** This Agreement shall have a term **of three (3) years** commencing on **insert**

approval date] ~~October 26, 2021~~ (“**Commencement Date**”) and ending on October 31, ~~2027~~ ~~2024~~ (“**Expiration Date**”), unless earlier terminated or amended as provided elsewhere in this Agreement.

- 2.2 **Notice to Enter into a New Agreement, Extend or Allow Expiration:** No later than April 30, ~~2027~~ ~~2024~~, the Town Commission shall notify Employee of its intention to: (a) enter into a new agreement, (b) extend this Agreement for such term as the parties may agree, or (c) allow this Agreement to expire on the Expiration Date.
- 2.3 **Failure to Act is a One-Year Extension:** Failure of the Town Commission to act pursuant to Subsection 2.2 shall be deemed a decision to allow this Agreement to be renewed for one (1) additional year on the Expiration Date, under the same terms and conditions that are in effect on the Expiration Date, unless otherwise amended or terminated pursuant to its terms during that additional year. At the end of the additional year, this Agreement will be terminated.
- 2.4 **Service at Pleasure of Commission:** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town Commission to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3 of this Agreement.
- 2.5 **Payments to Employee Upon Separation from Town for Any Reason:** Notwithstanding any other provision of this Agreement, and regardless of the reason for Employee’s separation from the Town’s employ, the Town shall pay Employee upon her separation from the Town any and all earned but unpaid salary and benefits according to terms identified in Section 3 of this Agreement. the policy and procedure outlined in the Town Personnel Policies Manual, and this Agreement.
- The Town Commission shall review and approve the accuracy of the amount of all payments required to be made to Employee upon her separation from the Town’s employ, prior to payment. Payment shall be within 30 days of the effective date of the separation.
- 2.6 **Effect of Expiration:** If this Agreement expires, then no Severance Payment, as defined in Subsection 3.1, shall be due to Employee, and only the payments identified in Subsection 2.5 shall be due to Employee.

SECTION 3. TERMINATION BY TOWN

- 3.1 **Early Termination of Employment Agreement with Severance:** In the event Employee is terminated by the Town Commission prior to the normal expiration of this Agreement, other than for misconduct (as is defined in Section 3.2 of this Agreement) and during such time that Employee is willing and able to perform her duties under this Agreement, the Town agrees to pay Employee a lump sum severance pay (“Severance Payment”) equal to twenty (20) weeks of Salary at the time of termination. The Town shall also continue to pay the premium for the Town Manager’s health insurance for 20 weeks after the effective date of her termination. The Town shall not provide the Town Manager with any other benefit or

reimbursement (except that specifically set forth in this paragraph) beyond the date of her termination. All severance payments (excluding the continuation of her health insurance benefits) shall be paid to the Town Manager in a lump sum upon her termination or within thirty (30) days thereafter at the Town's option.

a payment ("Severance Payment") equal to:

- (a) Prior to October 31, 2022: fifteen (15) weeks of Salary;
- (b) Prior to October 31, 2023: eighteen (18) weeks of Salary; and
- (c) Prior to October 31, 2024: twenty (20) weeks of Salary.

The Severance Payment will only be provided if Employee signs a general release and waiver of claims against the Town regarding termination, on a form provided by the Town. Prior to payment, the Severance Payment shall be approved pursuant to Section 2.5.

Regardless of when Severance is paid, Employee shall also receive a payout for all earned and unused vacation and sick leave accruals within fourteen (14) days of her separation. ~~it shall be paid without benefits and Employee shall also receive unused leave benefits according to the policies and procedures outlined in the Town Personnel Policies Manual, excepting all customary withholdings and deductions for taxes and other purposes. The Severance Payment will only be provided if Employee signs a general release and waiver of claims against the Town regarding termination, in a form provided by the Town. Prior to payment, the Severance Payment shall be approved pursuant to Section 2.5.~~

3.2 Termination-for Misconduct

- A. **Misconduct Defined:** "Misconduct" for the purpose of this Agreement is as defined in Section 443.036(29), Florida Statutes and includes, but is not limited to the following: (i) fraud, misappropriation or embezzlement; (ii) Employee's intentional breach of the provisions of this Agreement; (iii) Employee's repeated willful failure to perform services hereunder; (iv) Employee's violation of Chapter 112, Florida Statutes, Code of Ethics; (v) Employee's willful and continued failure to substantially perform her duties for the Town (other than as a result of incapacity due to physical or mental illness); or (vi) willful conduct by Employee that is demonstrably and materially injurious to the Town, monetarily or otherwise. For purposes of this paragraph, an act, or a failure to act, shall not be deemed "willful" or "intentional," as those terms are used herein, unless it is done, or omitted to be done, by Employee in bad faith or without a reasonable belief that her action or omission was in the best interest of the Town. Failure to meet performance standards or objectives, by itself, may constitute "Cause."
- B. **Termination for Misconduct:** If Employee's employment is terminated for Misconduct as defined in Subsection 3.2.A, the Town shall only pay to Employee the amounts due under Subsection 2.5.

SECTION 4. TERMINATION BY EMPLOYEE (RESIGNATION)

In the event that Employee voluntarily resigns her position during the term of this Agreement, Employee shall give the Town at least sixty (60) days written notice of the effective date of such resignation ("Resignation Date"), unless the Town Commission and Employee mutually agree to a shorter notice period. If Employee does not provide timely notice (provided a shorter notice period has not been agreed to), she shall be considered to have resigned not in good standing, and consequently will forfeit payment of accumulated leave. Employee shall not be entitled to receive Severance Payment pursuant to Subsection 3.1. Employee shall only be entitled to the payments described in Subsection 2.5. The Town Commission and Employee may negotiate other provisions upon resignation, in the event that the Town Commission determines such provisions to be in the best interests of the Town.

SECTION 5. COMPENSATION AND RESIDENCE

- 5.1 **Salary:** Effective January 23, 2024, the ~~The~~ salary of Employee shall be 221,293.78 ~~One Hundred and Sixty Five Thousand Dollars (\$165,000.00)~~ ("Current Salary"), which shall be payable in installments at the same time and manner as other Town employees are paid ~~(the "Current Salary")~~. Employee's Current Salary as adjusted pursuant to Section ~~6.2~~ 6.3 of this Agreement shall be referred to as the "Adjusted Salary." References to "Salary" herein shall be construed to refer to the Current Salary until the Salary may be adjusted pursuant to Section ~~6.2~~ 6.3, after which it shall be construed to refer to the Adjusted Salary.
- 5.2 **Automobile Payment:** The Town shall provide Employee with an automobile allowance of \$600 per month. ~~Lump Sum Payment: Upon the execution of this Agreement, Employee shall also receive a one-time lump-sum payment of \$5,000.~~
- 5.3 **Holidays:** Employee shall receive the holidays established by the Town for all employees. In the event Employee deems it necessary or advisable to work on a holiday, that paid day off may be taken on some other regular workday.
- 5.4 **Leave**
- A. **Vacation Leave:** The vacation leave benefit provided the Employee shall be as described in the Town's Personnel Policies Manual, except that Employee shall accrue vacation at the rate of 6.1587 hours in each two-week pay period (equivalent to twenty (20) days a year) until October 2026 (her five (5) anniversary). Effective November 1, 2026, Employee shall thereafter accrue vacation at the rate of 7.6923 hours in each two-week pay period (equivalent to twenty (25) days a year).
- B. **Sick Leave:** The sick leave benefit provided the Employee shall be as described in the Town's Personnel Policies Manual, except that Employee shall paid out all earned and unused sick time upon separation.
- C. **Other Leave:** The Employee shall have other leave to the same extent as is provided other employees as set forth in the Town's Personnel Policies Manual.

5.5 Benefits

- A. **Insurance Benefits:** Employee shall receive the same insurance coverage offered to all management employees. Town shall pay 100% of the cost of family coverage for health, vision, and dental insurance; and a \$200,000 life insurance policy for employee.

Upon Employee's separation from the Town, Employee's eligibility to continue to participate in any of the Town's insurance benefits at her own expense shall be determined by the then-applicable state and federal laws and Town ordinances and resolutions. In accordance with Fla. Stat. Section 112.0801, in the same manner and cost as offered other retiring employees, Employee will be offered the option of continuing on the Town's Insurance Benefits as a retiree if she is a recipient of Town Insurance Benefits on the date of her retirement.

If Employee elects not to participate in Town offered insurance, then 80% of the dollar amount of the employee premiums shall be paid into Employee Deferred Compensation Account or as additional amount of Salary, at the Employee's option.

- B. **Retirement Benefits:**

- (1) Employee shall continue to be a member in the Florida Retirement System's Senior Management Service Class and the Town shall make the state-required employer contributions to the Florida Retirement System.
- (2) Town shall execute all necessary documents for Employee's participation in the Town's Section 457 supplemental retirement plan. The Town further agrees to contribute to match \$576.92 \$384.62 bi-weekly (\$15,000 10,000 annual) towards Employee's Section 457 supplemental retirement plan such a plan for 2024, \$769.23 bi-weekly (\$20,000 annual) for 2025 and the established federal elective deferral limit under Internal Revenue Code 402(g), including catch-up contributions, for 2026 and thereafter.

- 5.6 **Reduction of Salary, Holidays, Leave or Benefits:** In the event the Town Commission at any time during the term of this Agreement reduces the Salary, Holidays, Leave or Benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of Town, then the Employee may, at her option, be deemed to be terminated without cause at the date of such reduction. Such termination without cause shall be handled as provided in Section 3.1 of this Agreement.

- 5.7 **Notice/Approval for Temporary Absence from Town:** For a temporary absence from Town, which does not invoke Section 5.4 of the Town Charter, Employee shall ensure that Town matters are properly handled in her absence. Employee shall provide prior notice to the Town Commission if she anticipates being away from the Town for more than two (2) business days in a row. Employee shall not

take more than ten (10) business days of Vacation Leave in a row without the prior approval of the Town Commission.

- 5.8 **Pay for Performance:** Any adjustment in Employee's Salary, Holidays, Leave, or Benefits based on the Town Commission's evaluation of Employee's performance shall be made pursuant to Section 6 of this Agreement.
- 5.9 **Residence Requirement:** Employee agrees to maintain a residence within 15 miles of the corporate boundaries of the Town during employment.

SECTION 6. PERFORMANCE EVALUATION

- 6.1 **Performance Goals:** At the beginning of each fiscal year, the Town Commission and Employee will mutually agree on performance goals and objectives for the fiscal year, and may mutually agree to revise those goals and objectives during the year. The Town Commission shall establish a relative priority among the goals and objectives, which shall be reduced to writing (the "Action Plan"). The Action Plan shall be reasonably attainable within the time constraints set, and adequate operating budgets or capital appropriations shall be funded to enable its accomplishment.

- ~~6.2~~ **6.1 Performance Review:** The Town Commission shall conduct annual performance reviews of Employee, and endeavor to complete the process on or before the anniversary date by December 31 of each year, based on: (i) the Town Manager's performance of the duties specified in Section 1.2; (ii) the Town Manager's achievements of the Town Council's policy directives; and (iii) the Town Manager's completion of appropriate professional development programs, the criteria that were mutually agreed to at the beginning of the preceding fiscal year. Between November 30 and December 31 of each year, each .Each Commissioner shall endeavor to meet with Employee one-on-one regarding the Performance Review. The process, at a minimum, shall include the opportunity for both parties to: (a) prepare a written evaluation, (b) meet and discuss the evaluation, and (c) present a written summary of the evaluation results. The Town Commission's final written evaluation shall be endeavor to completed and delivered to Employee the final written evaluation within thirty (30) days of the date of the evaluation meeting.

- ~~6.3~~ **6.2 Pay for Performance, Cost of Living Adjustments and Other Compensation:** Based on the performance review, the Town Commission may increase the Salary, Holidays, Leave or Benefits granted under this Agreement, or may grant a high-performance reward to be paid in a lump sum amount. Any lump sum award for performance shall not be added to Employee's Salary, but shall be considered wages for purposes of retirement. The amount of the pay for performance shall take into account the Town's fiscal condition and ability to pay at that point in time. In and after 2023, Employee shall also receive the same cost of living adjustments ("COLAs") provided by the Town to its regular full-time employees. Other adjustments to salary of up to five percent (5%) based on performance may also occur.

SECTION 7. HOURS OF WORK; OTHER EMPLOYMENT

- 7.1 **Full Time Employee:** Employee agrees to remain in the full-time employ of the Town and shall not accept any other full-time employment during the term of this Agreement. Employee further agrees to devote that amount of time and energy that is reasonably necessary for Employee to faithfully perform her duties under this Agreement.
- 7.2 **Outside Opportunities:** Recognizing that certain outside teaching and consulting opportunities (“**Outside Opportunities**”) may provide indirect benefits to the Town and to the community, the Employee may elect to accept limited Outside Opportunities with the understanding that such Outside Opportunities must not interfere with nor create a conflict of interest with her responsibilities under this Agreement. Employee shall provide a minimum of seven (7) days prior notice to the Town Commission before accepting such Outside Opportunities. If, however, the Town Commission determines, in its sole discretion, that Employee's performance may be compromised by her engagement in any proposed Outside Opportunity, or her continued engagement in an existing Outside Opportunity, the Town Commission may require that Employee decline to accept or withdraw from that Outside Opportunity. Employee shall not hold an ownership interest in any business located in the Town unless it is a publicly traded company.

SECTION 8. INDEMNIFICATION

- 8.1 **Indemnification:** Unless otherwise required by Federal, State or local law, Town shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Employee’s performance of her duties as Town Manager or resulting from the reasonable exercise of judgment or discretion in connection with the performance of her Town duties or responsibilities, unless the act or omission involved willful or wanton conduct. Town’s indemnification of Employee under this paragraph shall extend to any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings, including attorneys fees and any other liabilities incurred by, imposed upon, or suffered by Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the course and scope of performance of her duties.
- 8.2 **Representation:** Employee may request, and the Town shall not unreasonably refuse to provide independent legal representation at Town’s expense if there is a conflict of interest between Employee’s interests and the Town’s interests in a matter in which Employee is not a party. Legal representation provided by Town for Employee shall extend until a final determination of the legal action, including any appeals brought by either party. This paragraph shall not apply to litigation over this Agreement, which shall be handled pursuant to Subsection 11.5 of this Agreement.
- 8.3 **Settlement:** Any settlement of any claim must be made with prior approval of the Town Commission in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Town shall have the right to compromise such claims against it or against Employee in her official capacity, in its sole discretion.

- 8.4 **Litigation Support from Employee During and Following Employment with Town:** Town agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation in which the Employee is requested to be a witness on behalf of or advisor to the Town, is compelled to be a witness by an adverse or other party, or in which the Employee is a party in her capacity as an employee of the Town. The requirement to cover such expenses shall survive the expiration or termination of this Agreement as long as Employee's services continue to be requested or required in relation to such litigation, or as long as she is a named party to such litigation. Further, Town agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to the Town regarding litigation after her employment with the Town is concluded. Notwithstanding the foregoing, in any litigation in which the Employee takes a position adverse to the position of the Town, the Town shall not pay her costs or attorneys' fees, except where required to comply with Subsection 11.5 of this Agreement.

SECTION 9. PROFESSIONAL DEVELOPMENT

- 9.1 **Memberships:** Subject to budget constraints and state law, the Town agrees to pay the reasonable professional dues and subscriptions of Employee necessary for her continuation and participation as a member in national, regional, state and local professional associations and organizations that are commensurate to her role as Town Manager, necessary and desirable for her continued professional participation, growth and advancement, and for the good of the Town.

Employee shall not hold office in any local, state, regional or national professional association or organization without prior approval of the Town Commission, which approval shall not be unreasonably withheld.

- 9.2 **Courses and Conferences:** Employee shall pursue training in the accepted competencies and practices of local public management. Subject to then-applicable Town policies regarding travel, budget constraints and state law, the Town Commission shall budget for and pay the registration, travel, lodging, meal and other related expenses of Employee for travel to at least one national professional conference to be held in the United States each year. Employee shall also pursue remote training opportunities, for which the Town Commission shall budget and pay for each year. The Town Commission may choose to budget and pay for Employee to attend additional conferences, seminars or courses.

SECTION 10. NOTICE

Notices pursuant to this Agreement shall be given by certified mail through United States Postal Service delivery, addressed as follows:

Town: Mayor and Members of the Town Commission
Town of Lauderdale-By-The-Sea

4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

Employee: Linda Connors
On file with the Town Clerk

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

SECTION 11. OTHER TERMS AND CONDITIONS

- 11.1 **Severability:** If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- 11.2 **Waiver:** The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.
- 11.3 **No Assignment or Transfer:** The rights and obligations herein granted are personal in nature and cannot be transferred by the Employee.
- 11.4 **Entire Agreement; Amendment:** This Agreement contains the entire agreement of the parties, and is being adopted by Resolution as required by Town Charter. It may not be changed orally, but only by an amendment in writing signed by the parties hereto and executed with equal dignity.
- 11.5 **Governing Law; Attorneys Fees:** This Agreement shall be governed by Florida law, and any litigation which may arise from this Agreement shall be filed and litigated in Broward County, Florida. The non-prevailing party shall bear the fees and costs for such litigation over this Agreement.
- 11.6 **Bonding:** The Town shall bear the cost of any fidelity bond or other guarantee that may be required of Employee.
- 11.7 **Expenses:** The Town recognizes that certain expenses of a non-personal and job-related nature, such as the purchase of professional journals and reference materials, will necessarily be incurred by Employee as Town Manager, and agrees to reimburse or to pay said general expenses. In recognition of the Town Manager's purchasing authority, the Finance Director is authorized to disburse such monies, upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.
- 11.8 **Use of Vehicles:** Employee is authorized to use Town vehicles as needed during emergency conditions (hurricane, flooding, etc.). During normal conditions, Employee may use Town vehicles for routine inspections or other Town business. ~~The Town will reimburse Employee for use of her personal vehicle pursuant to established Town policy.~~

11.9 The Town shall provide Employee with a cell phone, laptop, tablet or comparable electronic device for business use.

SECTION 12. ETHICAL COMMITMENTS

12.1 ICMA Code of Ethics: Employee will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

12.2 Role of Commission: The Town Commission and each Commissioner shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics, the Broward County Code of Ethics or State ethics laws or to handle any matter of personnel on a basis other than fairness, impartiality and merit.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed, in duplicate, on the day and year first written above.

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Mayor Chris Vincent

Pursuant to Town Commission Approval of
Resolution 2024-04 on January 23, 2024.

EMPLOYEE

By: _____
Linda Connors

Attest:

Town Clerk Katrina Adler

Approved as to Form and Legal Sufficiency:

Town Attorney Susan L. Trevarthen

Exhibit: 1. ICMA Code of Ethics

ICMA CODE OF ETHICS

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.
2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.
3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.
4. Serve the best interests of the people.
5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.
6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in June 2018.





Town Commission Agenda Item Report

Meeting Date: January 23, 2024

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

Submitting Department: Administration

Item Type: Action Item

Agenda Section: NEW BUSINESS

Subject Title: Special Event Application: A1A Marathon, February 18, 2024

Explanation: Diogo Sousa (the "Applicant") of Exclusive Sports Marketing has submitted a Special Event Application (Exhibit 1) for the 2024 Publix Fort Lauderdale A1A Marathon (the "Event"), to be held on Sunday, February 18, 2024. A portion of the Event takes place within Town boundaries on Ocean Drive, A1A, Palm Avenue, and El Mar Drive (Exhibit 2). The Event begins and ends at Fort Lauderdale Beach Park. This is the the 19th year that the A1A Marathon has included Lauderdale-By-The-Sea in the race route.

The Applicant is expecting approximately 1,500 participants, 150 spectators, and 50 volunteers spread throughout the race.

The schedule of the Event is:

SUNDAY, FEBRUARY 18, 2024	
Start of Set Up:	4:00 AM
Race Start in Fort Lauderdale:	6:00 AM
First Wheelchair Participant through LBTS:	6:00 AM
Anticipated Last Runner through LBTS:	11:00 AM
Cleanup Completed By:	2:00 PM

The Event Application includes the following requests:

1. The racecourse through LBTS is proposed to include the outside northbound lane of A1A starting at the Town's southernmost boundary. Race participants will run East on Palm Avenue, then turn North on El Mar Drive up to Washingtonia Avenue, where runners will then make a U-turn to run south on El Mar Drive. Once at El Mar and Palm Avenue, the runners will make a U-turn to run a second lap north to Washingtonia Avenue before again heading south to return to Palm to return to A1A.

2. The Northbound and Southbound inside lanes, and the parking spaces in the single lanes at Anglin's Square on El Mar Drive will be used for the racecourse. The Applicant will pay the parking fees for the impacted spots (\$3.50 per hour x 12 hours x 40 spaces = \$1,680.00).
3. Cones and signs indicating the racecourse along A1A, Palm Avenue, and El Mar will be placed along the route by the Applicant.

As per Resolution 2017-41 (Exhibit 3), for groups over 200, any road closure fees are set by the Commission based on purpose, number of attendees, and impact.

In the past, the Commission has approved the parking spaces to be reserved with the cost covered by the Applicant, and has not charged for road closures.

The Applicant has paid the \$100 application fee, and pre-paid the \$1,680.00 for the parking spaces.

Recommendation: Town Staff recommends:

1. Approval of the 2024 A1A Marathon Special Event Application with the conditions outlined in the tentative Event Permit (Exhibit 4).
2. Approval of the parking spaces to be reserved and have the cost covered by the Applicant.
3. Continuing to waive any charges for road closures pertaining to the Event.

Exhibits:

1. SEA A1A Marathon 02.18.24
2. 2024 A1A Marathon_LBTS Map
3. Resolution 2017-41 - Fee Resolution (Special Events)
4. LBTS Permit_A1Amarathon_02.18.24



SPECIAL EVENT APPLICATION INFORMATION

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

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

An application is not considered complete unless it includes:

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

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

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

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

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

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

Important to remember:

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

c. File site plan

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

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

Diogo Sousa
Signature of Applicant

Print Name: Diogo Sousa



SPECIAL EVENT APPLICATION

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

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

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

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

Name of Event:

Event Purpose, Description and Activities:

New Event ☐ or Returning Event ☒ Previous Attendance

Day(s) and Date(s) of Event: 1500 Sunday, Feb. 18th, 2024 - 6am to 12pm

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

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

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

Please complete the following table:

Activity	Day	Time
Start of set-up:	Sunday 2/18/24	4AM
Start time of the Event:	Sunday 2/18/24	6AM
EVENT		
End time of the Event:	Sunday 2/18/24	12PM
Start of Clean up:	Sunday 2/18/24	10AM
Clean-up completed by: (Site restored to original condition)	Sunday 2/18/24	2PM

Name and address of host or sponsoring organization:

Is applicant a Non-Profit Organization?

YES ☒ NO

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

Person submitting Application ("Responsible Party"):

Name Diogo Sousa

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

Phone: 954-446-3955

Mobile phone:

Email: diogo@exclusivesports.com

Fax:

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

Name(s):

Mailing address: SAME AS ABOVE

Phone:

Mobile phone:

Evening phone:

Fax:

Email:

Add information as necessary

Will you have an event contractor or planner?

YES ☒ NO

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

Name:

Company Name:

Business Address:

Company Email:

Phone Office:

Phone Mobile:

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

Request for Town Involvement:

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

YES ☒ NO

If yes, describe services requested, if any:

STATEMENT OF BENEFIT

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

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

(Insert here or denote if attached)

FEES

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

☒ YES ☐ NO

If yes, provide details: Participation fee only

SOUND SYSTEMS

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

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

_____ Proposed amplified sound/speaker system:

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

_____ Planned recorded music

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

CLEAN EVENT STANDARDS

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

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

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

Name: Diogo Sousa

Email: Diogo@exclusivesports.com

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

Daytime phone:

Mobile phone: 954-446-3955

TENTS, CANOPIES, STAGES, BLEACHERS

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

A canopy is a tent without sides.

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

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

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

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

Tents: _____

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

Stages: _____

Bleachers: _____ list size and max load:

UTILITIES

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

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

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

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

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

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

_____ Electrical power:

☒ Water: Water in water stop (Box

dropped on Friday morning, February 17, 23

_____ Gas, propane, BBQ grills, generators:

_____ Fuel Storage:

SIGNAGE

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

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

Are you requesting permission to erect signage for this event?

YES ☒ NO

For each sign please provide:

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

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

RESTROOMS (show on Site Plan)

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

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

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

Number of restroom facilities required by Town: TBD

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

STREET CLOSURES

Street closures may be required at the Event's expense

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

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

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

TRAFFIC CONTROL/BARRICADES

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

Please list your traffic control contractor, if applicable:

VEHICLES

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

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

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

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

TRAFFIC CONTROL PLAN

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

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

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

☒ YES ☐ NO

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

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

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

☒ YES ☐ NO

If yes, please include on Site Plan.

OFF DUTY POLICE/CODE COMPLIANCE OFFICERS

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

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

☒ YES ☐ NO

Do you anticipate needing code compliance officers for your event?

☒ YES ☐ NO

CONCESSIONS:

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

Are you planning to have any type of concessions?

YES ☒ NO

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

YES ☒ NO

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

Is the food free of charge _____ or for sale _____

Do all food vendors have a temporary food service permit?

YES ☒ NO

Please list the types of food that will be served:

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

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

Provide details of dispensing locations here and on Site Plan

ALCOHOL

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

Are you planning on selling alcoholic beverages at the event?

YES ☐ NO ☐

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

YES ☐ NO ☐

Provide details of dispensing locations here and on Site Plan

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

VENDORS

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

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

ANIMALS

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

Are animals included in your event?

YES ☐ NO ☐

If yes, please give details:

FIREWORKS

(Fireworks require a separate permit approval process and application)

Are you requesting approval to discharge fireworks at the event?

YES ☐ NO ☐

SALE OF MERCHANDISE

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

YES ☐ NO ☐

List items for sale:

RIDES

Rides or other amusement may require a State of Florida inspection

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

Are rides to be included in the event?

YES ☐ NO ☐

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

Mechanical/Electrical:

Inflatable (bounce house etc.):

Manual (slides, trampolines):

Other:

FIRE WATCH or EMS ONSITE

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

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

INSURANCE

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

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

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

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

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

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

☒ YES ☐ NO

EVENT CONDITIONS

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

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

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

- a Permission for this event may be suspended or modified by the Commission, Town Manager or his designated Staff.
- b The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Applicants shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving event approval.
- c The Police Chief shall approve the Applicant's Maintenance of Traffic Plan (MOT), if one is required.
- d The Applicants shall submit a solid waste and recycling plan for approval at least 30 days prior to the event to the Municipal Services Director. During the event as needed and at the end of the event, the Applicant shall empty the Town's waste receptacles and recycling bins within the event area and within 100 feet of the event area.
- e Development Services approval and permitted all signage
- f All related Fire Marshall and Building Official's related requirements have been approved
- g Provide proof of additional restroom facilities ordered at least 30 days prior to event
- h The event sound systems shall be operated so as not to violate the Town's Code, including and especially Section 13-6, Noise Limitation. All music shall end promptly at _____ pm.
- i Turtle Clause: If any of the set-up will take place on the beach sand please avoid any marked sea turtle nests with a minimum buffer of 10 feet.
- j Parking Requirements have been identified, fees paid and listed on site plan
- k The Applicant shall provide a written notice to all properties affected by this event by (date), (30 days in advance) for approval prior to distribution; and confirm in writing which properties have been notified.
- l Clean up Deposit may be imposed, based on the final Site Plan, and due two weeks prior to the event.
- m Clean up fee starting at \$150 will be charged if area is not cleaned to Town standards.
- n Final Site Plan must be presented for approval at least 48 hours in advance of the event.
- o Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
- p A Damage Deposit may be imposed, based on size of event and location.

- q Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
- r Applicant shall owe no monies to the Town at the time of the event. There shall be no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past property owners or operators requesting the special event permit. A special event permit will not be issued until all outstanding debts to the Town are paid in full.
- s The Town Manager may suspend permission for this event due to failure of the Applicants to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.
- t The onsite Town representative may terminate an event due to the Applicant not complying with the terms and conditions of the Town's event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the event site.

INDEMNIFICATION

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

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

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

PERMISSION OF THE PROPERTY OWNER

Applicant's and Property Owner's Certification

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

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

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

<i>Applicant</i>	<i>Property Owner</i>
<i>I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.</i>	<i>I give the applicant permission to use my/our property for the proposed special event and I understand the Town's requirements to hold a special event and the information given by the applicant is complete to the best of my knowledge.</i>
Applicant's Signature (required): _____	Property owner's Signature (required): _____
Date _____	Date: _____
Applicant's (Print information below) Name: Diogo Sousa Title: COO of ESM Organization: Exclusive Sports Mark Telephone: 954-446-3955 Mobile: Email: diogo@exclusivesports.com	Property Owner's (Print information below) Name: Title: Organization: Telephone: Mobile: Email:
STATE OF FLORIDA: COUNTY OF BROWARD:	STATE OF FLORIDA: COUNTY OF BROWARD:
SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by _____ who is personally known to me/provided _____ as identification and who did/did not take an oath.	SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by _____ who is personally known to me/provided _____ as identification and who did/did not take an oath.
My Commission Expires: _____ _____ Notary Public, State of Florida	My Commission Expires: _____ _____ Notary Public, State of Florida

SITE PLAN DETAILS

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

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

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

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

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

Location:

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

Routes for races, parades, etc.

Traffic routing and road closures

Ticket Kiosks

Access control points

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

Signs (location, size, color and wording)*

Public Services:

Fire lanes (emergency access for fire equipment and EMS)

Restroom facilities (incl. Portable & Private)

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

Trash and Recycling receptacle locations

Smoking and No Smoking areas

Pedestrian walkways

Garbage Cans

Recycling Bins

Hazard/ Precautions:

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

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

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

Fuel Storage and dispensing areas

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

Generators (shall be approved by Fire Marshall in advance)

Event:

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

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

Restrooms – Portable and Private

First Aid facilities

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

Alcohol serving/consuming areas

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

Parking:

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

Code or Security Enforcement (paid by Event)

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

Police: Off duty police officers (if known)

DETAILED SITE PLAN

See above for inclusion examples

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

Applicant's Certification

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

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

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

Diogo Sousa 
Applicant's Signature (required)

01/11/24 1/16/24
Date

Diogo Sousa
Applicant's Printed Name and Title/Organization

954-446-3955
Telephone Number

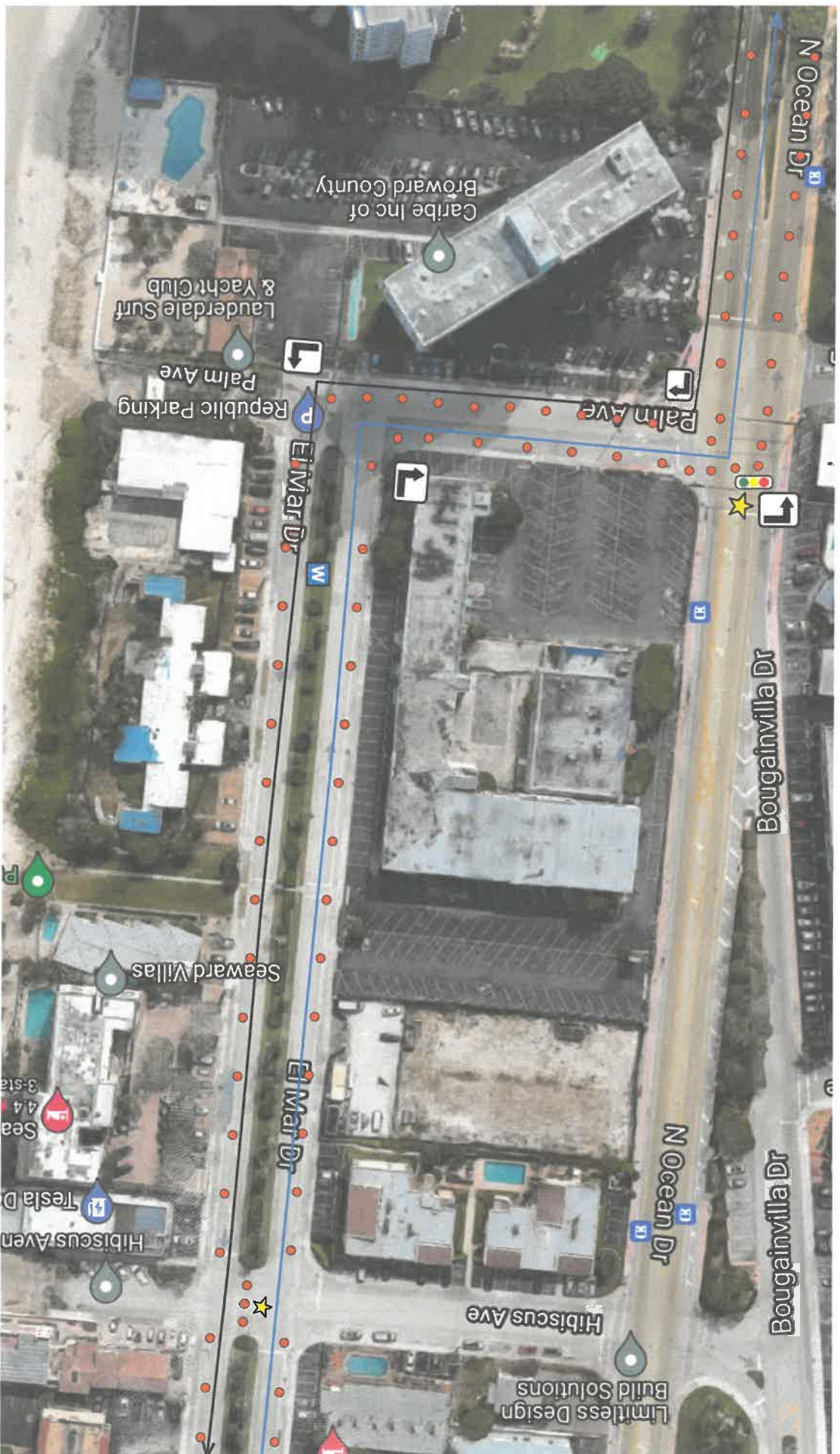
STATE OF FLORIDA:
COUNTY OF BROWARD:

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


Notary Public, State of Florida
My Commission Expires:

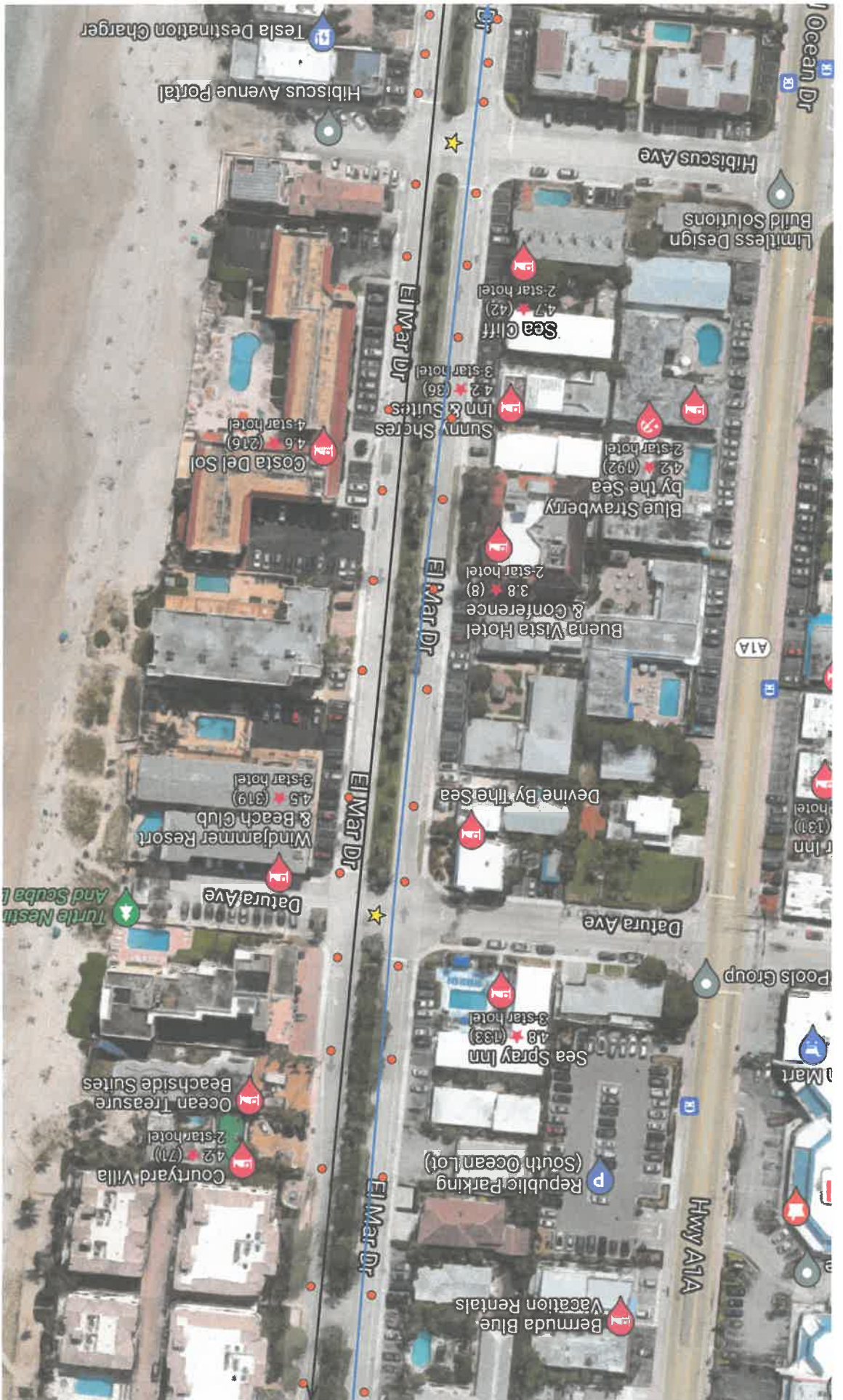


FORT LAUDERDALE A1A MARATHON & HALF MARATHON LAUDERDALE-BY-THE-SEA COURSE SECTION



LEGEND:

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| ROAD CONE: | ○ | LEFT TURN: | ↩ | ALL RUNNERS WILL BE ON THE
LEFT SIDE OF CONES. CONES
WILL HAVE A SIGN
"STAY TO THE LEFT OF CONE" |
| TRAFFIC LIGHT: | 🚦 | TURN-AROUND: | ↺ | |
| POLICE: | ★ | WATER STOP: | W | |
| RIGHT TURN: | ↘ | N. BOUND COURSE: | → | |
| | | S. BOUND COURSE: | ← | |



LEGEND:

ROAD CONE:	●
TRAFFIC LIGHT:	🚦
POLICE:	★
RIGHT TURN:	➡
LEFT TURN:	⬅
TURN-AROUND:	↺
WATER STOP:	W
N. BOUND COURSE:	→
S. BOUND COURSE:	←
ALL RUNNERS WILL BE ON THE LEFT SIDE OF CONES. CONES WILL HAVE A SIGN "STAY TO THE LEFT OF CONE"	

ROAD CONE:



TRAFFIC LIGHT:

POLICE:

RIGHT TURN:



LEFT TURN:



TURN-AROUND:

WATER STOP:



N. BOUND COURSE:

S. BOUND COURSE:

ALL RUNNERS WILL BE ON THE LEFT SIDE OF CONES. CONES

WILL HAVE A SIGN

“STAY TO THE LEFT OF CONE”



LEGEND:

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| ROAD CONE: | ● | LEFT TURN: | ↩ |
| TRAFFIC LIGHT: | 🚦 | TURN-AROUND: | ↺ |
| POLICE: | ★ | WATER STOP: | W |
| RIGHT TURN: | ↪ | N. BOUND COURSE: | → |
| | | S. BOUND COURSE: | ← |
- ALL RUNNERS WILL BE ON THE LEFT SIDE OF CONES. CONES WILL HAVE A SIGN "STAY TO THE LEFT OF CONE"



Providing the Best in Recreation & Sports Entertainment



Lauderdale-by-the-Sea 2024 Course Details

Event Date, Sunday, February 18, 2024

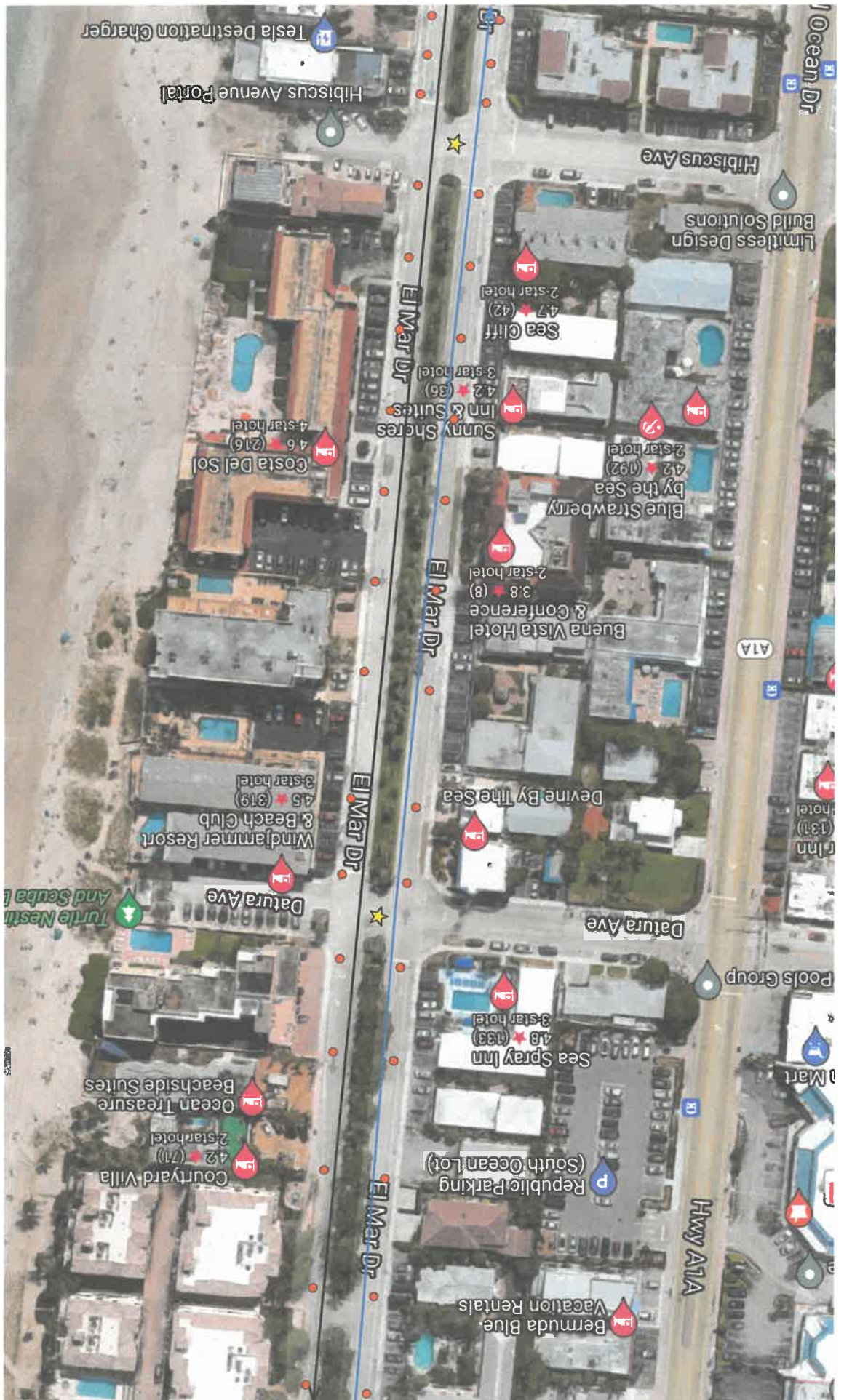
- **Course section within Lauderdale by the Sea:** The following link shows an online map of the section of the course that will impact Lauderdale by the Sea. We only need around 1.85 miles of road. The turnaround point takes place at the southern end of the intersection of Washingtonia & el Mar. Here is the map, <https://www.mapmyrun.com/routes/view/3898493245>
- **Time of first participant:** For planning purposes, we should use a time of 6:00am on Sunday, Feb. 19th for when the first wheelchair participant will hit Lauderdale by the Sea.
- **Time of last participant:** The last participant should be out of Lauderdale by the Sea at 11am
- **Location of the water stop:** per your suggestion regarding the location of the water, we are moving it to the south end of El Mar drive about 30 yards north of the turn off Palm Avenue, across from the public beach parking spots. This works from our end as it will not bottleneck the El Prado Park area, especially since there is a green market.
- There will ***only be about 600-1500 runners/walkers in the Marathon.*** They will be spread out over 10 miles of road. There will be large gaps between the runners so the impact will be minimized.

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



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LEFT SIDE OF CONES. CONES
WILL HAVE A SIGN
"STAY TO THE LEFT OF CONE" |
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| POLICE: | ★ | WATER STOP: | W | |
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LEGEND:

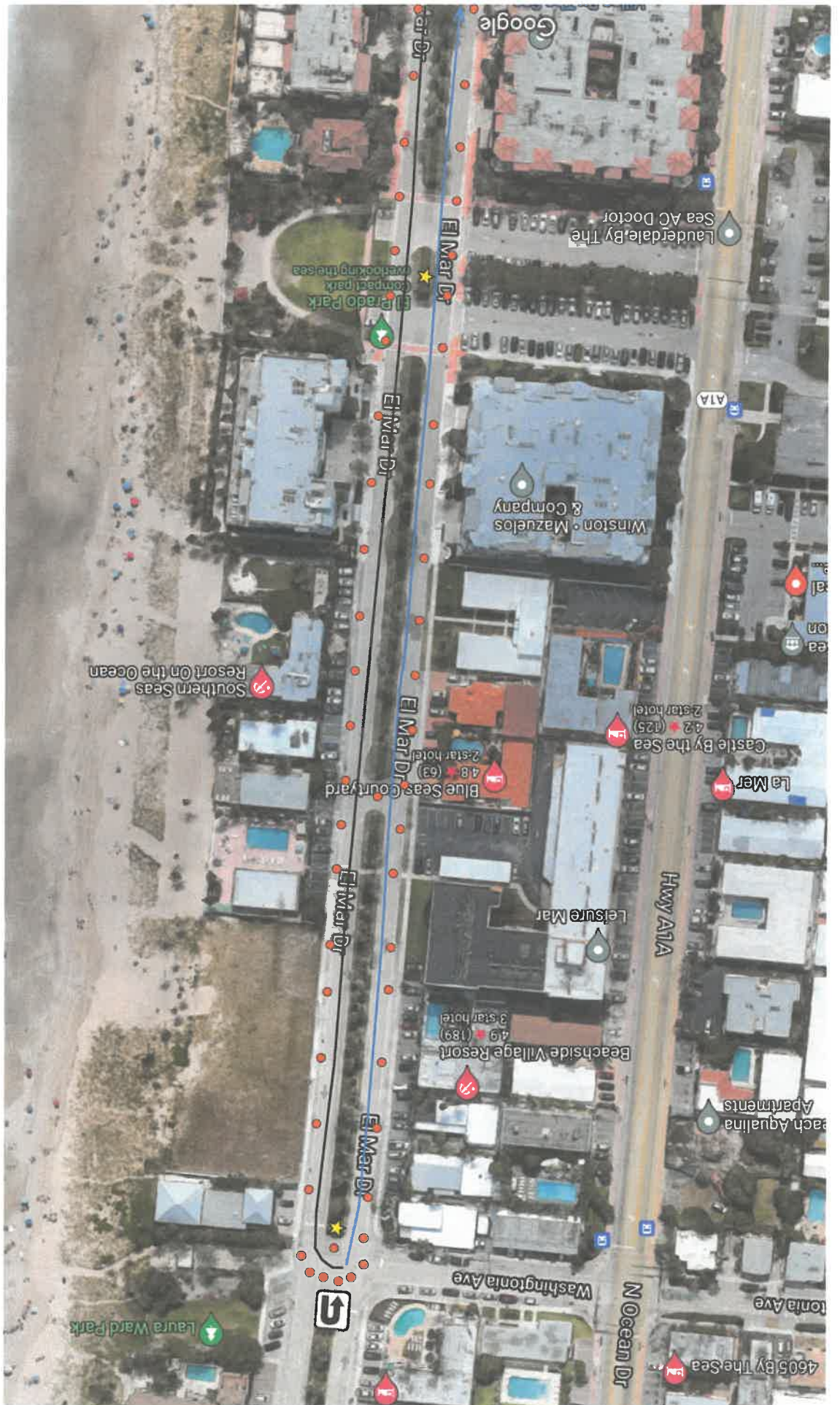
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TRAFFIC LIGHT:	🚦
POLICE:	★
RIGHT TURN:	➡
LEFT TURN:	⬅
TURN-AROUND:	↻
WATER STOP:	W
N. BOUND COURSE:	→
S. BOUND COURSE:	←

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



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| RIGHT TURN: | ↘ | N. BOUND COURSE: | → |
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| TRAFFIC LIGHT: | 🚦 | TURN-AROUND: | ↺ |
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| RIGHT TURN: | ↘ | N. BOUND COURSE: | → |
| | | S. BOUND COURSE: | ← |
- ALL RUNNERS WILL BE ON THE LEFT SIDE OF CONES. CONES WILL HAVE A SIGN "STAY TO THE LEFT OF CONE"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

65

4. Chapter 17 - Jarvis Hall

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

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

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

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

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

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

Potential use on holidays.

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

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

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

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

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

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

Plaza Use Fees

Are in addition to the Event Application Fees listed above.

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

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

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

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

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

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

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

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

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



Mayor Scot Sasser

89 Attest:

APPROVED AS TO FORM:

90

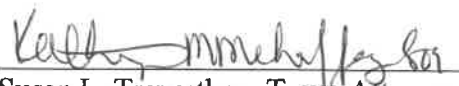
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Town Clerk, Tedra Allen

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95 (CORPORATE SEAL)


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



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

PERMIT HOLDER INFORMATION

NAME / ORGANIZATION:	Exclusive Sports Marketing	REPRESENTATIVE:	Diogo Sousa
STREET ADDRESS:	18 NW 18 th Street	CITY, STATE, ZIP:	Deerfield Beach, FL 33444
PHONE NUMBER (S):	(954) 446-3955	EMAIL:	diogo@exclusivesports.com

DATE AND LOCATION OF EVENT

TYPE OF EVENT:	Marathon	DATE(S) OF EVENT:	Saturday, February 18, 2024
HOUR(S) OF EVENT:	4:00 AM – 2:00 PM	ADDRESS / LOCATION OF EVENT:	South boundary of A1A and along El Mar Drive (Palm to Pine)

DESCRIPTION OF EVENT (Temporary Structures, Signage, Banners, Balloon, Etc. – Location, Colors, Size and Number)

Marathon with course utilizing portion of Town. Course enters LBTS on A1A at the South boundary and includes 2 laps from Palm to Washingtonia along El Mar Drive. Approximately 1,500 participants are expected, spread out throughout the race time frame.

SUNDAY, FEBRUARY 18, 2024	
Start of Set Up:	4:00 AM
Race Start in Fort Lauderdale:	6:00 AM
First Wheelchair Participant to LBTS:	6:20 AM
Anticipated Last Runner through LBTS:	11:00 AM
Cleanup Completed By:	2:00 PM

SPECIAL CONDITIONS

The EVENT has paid the required \$100 Special Event fee and was approved by Town Commission on January 23, 2024 with the following conditions:

1. The Permit Holder will:
 - a. Attend a meeting scheduled at Town Hall with BSO, Fire, and Town Staff at a date and time designated by the Town to review and confirm the race route, BSO detail requirements, and other pertinent event details.
 - b. Finalize the number of BSO personnel monitoring the event.
2. Road Closures, Lane Closures, and Parking Spaces:
 - a. Race lanes will be established by the Permit Holder with cones on A1A, Palm Avenue, and Washingtonia (to/from A1A and El Mar Drive), as well as the north



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

and southbound median lanes of El Mar Drive, as shown on the attached site plan. Road closures will take place from 6:00AM until noon, or until the last runner has completed this section of the course. In any event, the road will be open no later than 2:00pm.

- b. The racecourse will be delineated with proper barriers and cones during the Event by the Event's traffic control contractor and removed no later than 2:00pm on the day of the event.
- c. The westbound lane of Palm Avenue will be open to A1A.
- d. Permit Holder shall block the North (Eastbound) alleyway between A1A and El Mar Drive from 6:00am until noon.
- e. The Event may limit access to the Pier parking lot and Aruba's valet lot from 6:30am until no later than 11:00am.
- f. Town parking meters on North and South bound El Mar Drive at Commercial Boulevard must be blocked between the hours of midnight and noon. These spaces will be pre-paid at least one week prior to the event date at the rate of \$3.50 per hour (\$3.50 per hour x 12 hours x 40 spaces = \$1,680.00).
- g. The Event may use the Southbound median on El Mar from Washingtonia Avenue North to the single lane designation to stage event vehicles assigned for the removal of cones, barricades, etc. from 8:00am until noon.
- h. If cones are not removed by 2:00pm, the hourly rate will continue to be charged until Town has confirmed that the cones have been removed by the Event team.

3. Signage

- a. Town Staff will place signs on trees and in Anglin's Square at least 24 in advance designating "no parking from midnight to noon on Sunday, February 18th," and remove signs within 30 minutes of the last race participant through Town. Permit Holder is responsible for coning off spaces starting at midnight on Sunday, February 18, 2024.
 - b. Signs directing runners at the intersection of Palm and El Mar, El Mar and Commercial, and the turn around will be provided by, and placed by, the Permit Holder.
 - c. Permit Holder shall place a battery-operated race timer facing South in the median between Palm Avenue and Hibiscus, and directional signs alerting runners to "Stay Left" will be along the entire length of El Mar.
4. The Event shall have a dedicated on-site representative who is available in person, and by phone, to BSO and Town Staff who is capable and authorized to make decisions on behalf of the Event.
 5. The Event's water stop box and 10 x 10 canopy shall be placed in a pre-approved spot (away from irrigation) on the median of El Mar for easy access to both Northbound and Southbound runners. The Permit Holder will arrange a time in advance of the drop off with the Town's Public Works team to meet and confirm the drop is in the correct location. Box is to be dropped on Saturday, February 17th and picked up by 2:00pm on Sunday, February 18th.



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

6. The Event workers designated to assist runners should wear designated EVENT shirts and be assigned passenger vehicles or golf carts, NOT motorcycles. At least one event worker will be stationed at Palm Avenue and A1A, as well as Palm Avenue and El Mar, and El Mar and Washingtonia to direct runners in the proper direction and lane(s).
7. Event route monitors shall be in place at Palm and El Mar Drive by 5:30am. The number of required monitors will be established at the Event Meeting with Town Staff and BSO.
8. The Event shall provide written confirmation to the Town two weeks prior to the event stating that EMS / Rescue has been assigned to the Event, and will be on call during the race at the expense of the Event. The Permit Holder is responsible for coordinating these services from 6:00 a.m. until the last runner has left the Town's boundaries.
9. Town will open El Mar Plaza restrooms by 6:00 a.m. on the event day.
10. No electric or gas will be used for the event. The event does not require water from the Town.
11. The Event and its approved sound systems for volunteers will be operated so as not to violate the Town's code, including section 13-6, Noise Limitation.
12. The Permit Holder shall provide the notice and distribution map to the Town for review by January 26, 2024. Once approved by the Town Manager, this notice will be distributed to all properties in the area no later than February 2, 2024.
13. A clean up deposit may be imposed, based on the final Site Plan, and due two weeks prior to the Event. Clean up fee starting at \$150 will be charged if the area is not cleaned to the Town's standards by 2:00 p.m. the day of the Event.
14. Final Site Plan must be presented to Town Staff for approval at least 48 hours in advance of the Event. The Permit Holder shall arrange for an inspection of the event site to occur two hours before the start of the event. This inspection shall include Town's Event Manager or designee, and the Event's dedicated on-site representative for the purpose of ensuring the event is organized in a safe manner.
15. The cost of any inspections or work required by Town Staff after normal working hours will be billed to the Event and must be paid within two weeks of invoice date.
16. Insurance:
 - a. At least thirty (30) days prior to the Event, the Permit Holder shall provide a Certificate of Liability written in comprehensive form naming the Town as additional insured in the amount of:
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury; and
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty (30) days written notice for cancellation



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

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

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

23. The Town Manager or onsite Town representative may terminate the Event or Event's participation due to the Event not complying with the terms and conditions of the Town's event permit, for health or other safety reasons.
24. If any Condition is not met by the EVENT, the Town may charge a \$500 fee for each occurrence of a violation of these Conditions.

DOCUMENTS AND PERMITS REQUIRED

Insurance Needed; BSO + Fire Rescue services to be confirmed

SIGNATURES REQUIRED

PERMIT HOLDER: I agree to comply with all conditions of this permit	
SIGNATURE OF PERMIT HOLDER:	DATE:
DIOGO SOUSA PRINTED NAME & AFFILIATION TO EVENT	

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

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



Town Commission Agenda Item Report

Meeting Date: January 23, 2024

Submitted By: Courtney Easley, Assistant to Town Manager

Submitting Department: Administration

Item Type: Ordinance

Agenda Section: ORDINANCES 1st Reading

Subject Title: ORDINANCE 2024-01: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING ARTICLE I "IN GENERAL," SECTION 17-14 "PERSONS WHO MAY USE TENNIS COURTS; ACCESS TO TENNIS COURTS; ISSUANCE OF KEYS; FEES" OF CHAPTER 17 "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," TO CLARIFY THE TOWN HAS A PICKLEBALL COURT AND TO INCORPORATE THE TOWN'S TENNIS/PICKLEBALL COURT RULES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: The Town of Lauderdale-By-The Sea has two tennis courts that are available to residents who own or lease property in Town and to guests at hotels located in Town. One of the two courts is striped for pickleball use. The residents have reported various issues to staff, including unauthorized coaching taking place on the courts. Coaching is currently allowed by Town approved instructors as stated in the current rules (Exhibit 1). The continued occurrence of unauthorized coaching has disrupted the use of the courts by other players. As a result, members of the tennis community reached out to staff to address the unpermitted coaching issue, review the tennis court rules and address enforcement of the rules.

On Tuesday, December 5, 2023, staff held a tennis meeting facilitated by Jhanelle Campbell, Development Services Director, and Courtney Easley, Assistant to the Town Manager, to review current tennis/pickleball rules, the proposed ordinance and to discuss new tennis court entry options. The meeting was attended by approximately 20 tennis court users, Town residents and non-residents. After reviewing the current rules with the group, there was strong support for not allowing any coaching on the courts. The residents also recommended adding a rules sign inside the court area, installing a new entry locking system, increasing maintenance of the nets and exploring the use of a reservation system.

The following rule changes were recommended:

1. Remove language referencing court reservations.

*Courts are available on a first come, first serve basis with **all parties present**. ~~No court reservations allowed.~~*

2. Setting limit play to no more than 1 hr. for singles play for Pickleball

Pickleball: *Please limit play to one set of 11 points or no less more than 1 hr. for singles and 1.5 for doubles, when others are waiting.*

3. Delete language allowing Town-approved instructors. Insert language stating coaching is not allowed

~~*Paid tennis or pickleball lessons may be given only by a Town-approved instructor.*~~ *No coaching is allowed on tennis courts.*

4. Insert language prohibiting animals on the courts, except service animals.

Only service animals are allowed on the Courts. No other animals are allowed.

There are no Town-approved instructors, so this change will not be problematic for the Town.

The current rules state that rule violators may be suspended from using the courts. However, staff has faced challenges in enforcing the rules without there being any codified rules, established penalties or processes for suspending or revoking keys to the court. This Ordinance will resolve these problems. Its adoption will allow Code Officers to issue citations to anyone found coaching on the tennis courts.

After the meeting, a few residents asked staff to explore 'top of the hour' play for court usage (court time being limited to the top of the hour e.g. 2PM - 3PM). On January 9, 2024, staff emailed the recommendation for feedback to the group that attended the meeting and there wasn't support for it. Additionally, a conversation occurred at the end of the community meeting regarding establishing a reservation system. This idea was also problematic in that one group could reserve the courts for several hours by using each of the players for back-to-back reservations. The meeting also included a conversation about installing a new entry system. We don't have the electricity needed at the location to inexpensively add a more sophisticated system. If the Commission would like to move forward with this change, it would be more appropriately included in the Town's budget through the Capital Improvement Plan.

Recommendation: Staff recommends approval of Ordinance 2024-01 on first reading and scheduling second reading for February 27, 2024.

Exhibits:

1. Ordinance 2024-01 to Amend Section 17-14 Tennis Courts
2. Current Tennis Rules
3. Acknowledgement Agreement

ORDINANCE 2024-01

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING ARTICLE I “IN GENERAL,” SECTION 17-14 “PERSONS WHO MAY USE TENNIS COURTS; ACCESS TO TENNIS COURTS; ISSUANCE OF KEYS; FEES” OF CHAPTER 17 “STREETS, SIDEWALKS AND OTHER PUBLIC PLACES,” TO CLARIFY THE TOWN HAS A PICKLEBALL COURT AND TO INCORPORATE THE TOWN’S TENNIS/PICKLEBALL COURT RULES; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS, AND FOR AN EFFECTIVE DATE.

1 **WHEREAS**, the Town of Lauderdale-By-The-Sea (“Town”) has two tennis courts, one of
2 which is outfitted for both pickleball and tennis (collectively “Courts”); and

3 **WHEREAS**, on Tuesday, December 5, 2023, the Town held a public meeting to openly
4 discuss the use of the Courts and potential changes to the Town’s rules for the Courts; and

5 **WHEREAS**, as a result of the December 5 meeting, Town Staff recommends amending
6 Section 17-14 of the Town’s Code of Ordinances (“Code”) to clarify the Town has a pickleball
7 court and to incorporate the Town’s revised rules for its Courts into Section 17-14 of its Code to
8 ensure those rules are enforceable; and

9 **WHEREAS**, the Town Commission finds it is in the best interest of the Town to amend
10 Section 17-14 of its Code to clarify the Town has a pickleball court and to incorporate the Town’s
11 rules for its Courts.

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

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

SECTION 2. Amendment. Chapter 17, “Street, Sidewalks and Other Public Places,” is hereby amended as follows¹:

Chapter 17 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

ARTICLE 1. - IN GENERAL

Sec. 17-14. - Persons who may use tennis/pickleball courts; access to tennis/pickleball courts; issuance of keys; fees.

(a) A tennis/pickleball court ~~There~~ shall be available only to the following individuals: (1) to persons who own property within the Town; and (2) to persons who lease residential property (single-family detached homes, townhomes, condominium units or rental apartments) within the Town (tenant-residents) under a written lease for a term of one year or longer; and (3) to owners and/or operators of hotels and motels located within the Town for use by the registered guests of such hotels and motels (hotel/motel operators), ~~the opportunity to use the tennis courts which are owned by the Town subject to such rules and regulations pertaining to such use as may from time to time be promulgated by the Town~~ Manager.

(b) The tennis/pickleball courts may only be accessed through the entrance gate and with a key to be issued by the Town for that purpose.

(c) Keys to the tennis/pickleball courts may be rented annually ~~by~~from the property owners, tenant-residents, and hotel/motel operators. Keys rented during the year will be charged a prorated percentage of the annual fee. The Town Manager shall verify the particular property owner, resident-tenant or hotel/motel operator status prior to issuance of a

¹ Additions to existing text are shown in underline. Deletions are shown in strikethrough.

tennis/pickleball key. Only one key shall be issued to a hotel/motel operator and only one key shall be issued to a property owner (for each residential property owned) and only one key shall be issued for any one residential dwelling unit tenant-resident.

(d) The annual fee for the issuance of keys shall be established by resolution of the Town Commission.

(e) The following rules apply to the Town's tennis/pickleball courts (collectively "Courts") and are enforceable:

1. Court keys are available for purchase in Town Hall in accordance with paragraph "c" above. Courts are open daily from 7 A.M. to 10 P.M.

2. Tennis and Pickleball Courts are for the use of players with a Town court key. Guests must be accompanied by a key holder.

3. Courts are for Pickleball and Tennis use only.

4. Tennis and Pickleball players assume all responsibility and liability for their use of the Courts.

5. Persons waiting to play must stay outside the Courts.

6. Courts are available on a first come, first serve basis with *all parties present*.

7. From November through April until 11 A.M., doubles play (two pairs) has priority when people are waiting:

a. **Pickleball:** Limit play to one set of 11 points or no more than 1 hour for singles and 1.5 hours for doubles, when others are waiting.

b. **Tennis:** Limit play to a mini set of the first team to win 3 games or no less than 1 hour or 1.5 hours, when others are waiting. The tie breaker is played when the score is tied 2-2 and decided when a team wins 7 points by 2 or more points.

61 c. A rotation among players is encouraged.

62 8. Tennis or soft-soled shoes are required.

63 9. Offensive or rude behavior (or rule violations) may result in an individual being
64 suspended from using the Courts.

65 10. The safety of all players is top priority; accordingly, players must comply with the
66 following rules:

67 a. No more than four balls per court when both Courts are in use.

68 b. No sitting or leaning on court nets or posts.

69 c. Glass containers are strictly prohibited.

70 11. Only children playing tennis or pickleball are allowed on the Courts. Children under
71 the age of 12 must be supervised.

72 12. If both courts are available, tennis players should use the tennis-only court.

73 13. No paid or unpaid coaching allowed on the Courts.

74 14. Only service animals are allowed on the Courts. No other animals are allowed.

75 15. Failure to comply with any of the Court rules may result in a suspension or revocation
76 of access to the Courts.

77 **SECTION 3. Codification.** This Ordinance shall be codified in accordance with the
78 foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall
79 become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that the
80 sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be
81 changed to “section,” “article” or such other appropriate word or phrase in order to accomplish such
82 intentions.

SECTION 4. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 5. Conflicting Ordinances. All prior ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of said conflict.

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

Passed on the first reading, this ____ day of _____, 2024.

Passed and adopted on the second reading, this ____ day of _____, 2024.

MAYOR CHRIS VINCENT

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

ATTEST:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

LAUDERDALE•BY•THE•SEA

TENNIS/PICKLEBALL COURT RULES

- Court keys are available for purchase in Town Hall to Town residents and property owners. Courts are open daily from 7 A.M. to 10 P.M.
- Tennis and Pickleball courts are for the use of players with a Town court key. Guests must be accompanied by a key holder.
- Courts are for Pickleball and Tennis use only.
- Tennis and Pickleball players assume all responsibility and liability for their use of the courts.
- Persons waiting to play must stay outside the Pickleball/Tennis court.
- Courts are available on a first come, first serve basis with ***all parties present***. No court reservations allowed.
- From November through April until 11 A.M., doubles play (two pairs) has priority when people are waiting:
 - **Pickleball:** Please limit play to one set of 11 points or no less than 1 hr. for singles and 1.5 for doubles, when others are waiting.
 - **Tennis:** Please limit play to a mini set of the first team to win 3 games or no less than 1 hr. or 1.5 hr., when others are waiting. The tie breaker is played when the score is tied 2-2 and decided when a team wins 7 points by 2 or more points.

A rotation among players is encouraged.

- Tennis or soft soled shoes required.
- Offensive or rude behavior (or rule violations) may result in your being suspended from using the courts.
- The safety of all players is top priority:
 - No more than four balls per court when both courts are in use
 - No sitting or leaning on court nets or posts
 - Glass containers are strictly prohibited.
- Only children playing tennis or pickleball are allowed on courts. Children 12 and under must be supervised.
- Paid tennis or pickleball lessons may be given only by a Town-approved instructor.
- If both courts are available, tennis players should use the tennis-only court.

LAUDERDALE·BY·THE·SEA

ACKNOWLEDGEMENT AGREEMENT

Please Read Carefully and Sign

I acknowledge, understand, and agree by my signature below that:

1. I have received, read, and understand the Lauderdale-By-The-Sea Tennis/Pickleball Court Rules.
2. No more than four balls per court can be used when both courts are in use.
3. If both courts are available, tennis players should use the tennis-only court.
4. I understand that if I fail to comply with any of the Tennis/Pickleball Court Rules, my access to the tennis courts may be suspended.

NAME: _____

(Signature)

DATE: _____

NAME: _____

(Print Name)

DATE: _____

Town Hall
4501 N. Ocean Drive, Lauderdale-The-Sea, FL 33308
(954) 640-4200



Town Commission Agenda Item Report

Meeting Date: January 23, 2024

Submitted By:

Submitting Department: Development Services

Item Type: Ordinance

Agenda Section: ORDINANCES 2Nd Reading

Subject Title: Ordinance 2023-07- AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS," ARTICLE I "IN GENERAL," SECTION 30-11 "DEFINITIONS" AND ARTICLE V "ZONING," SECTION 30-311 "BOATS, BOAT LIFTS, BOATHOUSES, MOORING, AND DOCKING" AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Explanation: At its March 22, 2022 meeting, the Town Commission directed staff to review the Town Code requirements for marine structures and compare them to similar codes in other jurisdictions. As a result of this research, the Commission adopted Ordinance 2022-02 which addressed the following issues:

1. Clarified definitions for boat lift, dock, dolphin piles, finger piers and piling;
2. Removed duplicative terms;
3. Replaced regulations for marine structures in waterways;
4. Instituted regulations for waterways wider than and narrower than 100 feet in width; and
5. Established a new side setback for docks at commercial properties abutting a residential property

Ordinance 2022-02 did not address any changes to the distances at which other marine structures could protrude into the waterway. Staff was asked to review this aspect of waterway regulations and found that the Town Code pertaining to marine structures is more restrictive than many neighboring municipalities and the other regulatory agencies that review marine structures for approval. The attached Ordinance was presented for first reading on October 17, 2023 (**Exhibit 1**) and proposes the following changes:

1. Line 53-54: Removes the requirement for the navigation channel to be the center 40% of the width of the waterway.
2. Line 106-107: Extends the allowance for boat lifts to protrude into the waterway from

20% to 25% as measured from the recorded property line.

3. Line 154-161: Relocates setbacks for marine structures in waterways over 100 feet to the correct subsection.

These changes will provide increased flexibility for residents seeking to install boat lifts on their docks, all the while ensuring the preservation of a sufficiently navigable waterway. Staff presented the proposed changes to the Town Commission at its October 17, 2023 meeting (**Exhibit 2**). The Commission recommended the Ordinance for approval by a vote of 5-0.

Recommendation: Staff recommends approval of Ordinance 2023-07 as presented.

Exhibits:

1. Ord 2023-04 PART 2 -Sec. 30 311 Boats boat lifts boathouses mooring and docking
2. 10-17-23 Regular Commission Meeting

ORDINANCE 2023-07

**AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, FLORIDA, AMENDING CHAPTER 30 “UNIFIED
LAND DEVELOPMENT REGULATIONS,” ARTICLE I “IN
GENERAL,” SECTION 30-11 “DEFINITIONS” AND
ARTICLE V “ZONING,” SECTION 30-311 “BOATS, BOAT
LIFTS, BOATHOUSES, MOORING, AND DOCKING” AND
PROVIDING FOR CODIFICATION, SEVERABILITY,
CONFLICTS, AND FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Lauderdale-By-The-Sea, Florida (the “Town”) Commission recognizes that changes to the adopted Code of Ordinances are periodically necessary in order to ensure that the Town’s regulations are current and consistent with the Town’s planning and regulatory needs; and

WHEREAS, at its March 22, 2022 meeting, the Town Commission directed staff to review the Town Code requirements for marine structures and compare them to similar codes in other jurisdictions; and

WHEREAS, this evaluation highlighted both similarities and differences in the regulation of marine structures, including docks, between the Town and other jurisdictions; and

WHEREAS, following this analysis, staff concluded that the Town’s standards for docks in the Intracoastal Waterway are notably more stringent than those permitted in other municipalities; and

WHEREAS, the Town Commission desire to amend the Town Code to provide increased flexibility for residents seeking to install boat lifts on their docks, all the while ensuring the preservation of a sufficiently navigable waterway.

EXHIBIT 1

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, has reviewed the provisions of this Ordinance at a duly noticed public hearing on September 9, 2023 and recommended the approval of these amendments; and

WHEREAS, the Town Commission conducted first and second readings of this Ordinance at duly noticed public hearings, as required by law, and after gathering input from interested members of the public and staff, the Town Commission determined that this Ordinance is consistent with the Town's Comprehensive Plan and in the best interest of the Town, its residents, and its visitors.

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

SECTION 1. Recitals. The preceding "Whereas" clauses are ratified and incorporated as the legislative intent of this Ordinance.

SECTION 2. Amendment. Chapter 30 "Unified Land Development Regulations," Article I "In General," Section 30-11 "Definitions" of the Town Code of Ordinances, is hereby amended as follows¹:

Chapter 30 – UNIFIED LAND DEVELOPMENT REGULATIONS

ARTICLE I. – IN GENERAL

* * *

Sec. 30-11. - Definitions.

* * *

(c) *Abbreviations and definitions.*

¹ Additions to existing text are shown in underline. Deletions are shown in ~~striketrough~~. Additions to existing text since 1st reading are shown in double underline. Deletions since 1st reading are shown in ~~double striketrough~~.

* * *

(2) *Terms defined.*

* * *

~~Navigationa~~l channel. Except when the Town approves an alternative navigational channel as part of the approval of a marina mooring area, the navigational channel shall be the center 40 percent of the width of a waterway with:

a. The center of the channel coinciding with the centerline of the waterway; and

b. In a navigable dead-end waterway, the navigational channel shall end a distance from the terminus of the dead-end waterway that is equal to the distance between the navigational channel and seawall or shoreline, as measured along the same waterway before its terminus. This shall be interpreted to mean that the distance of the standard mooring area from the terminus shall be equal to the width of the standard mooring area along one side of the waterway and the navigational channel shall end at the standard mooring area or marina mooring area of the terminus. The dimensions of the navigational channel adjacent to a marina mooring area may be modified by the Town pursuant to 30-311.

* * *

SECTION 3. Amendment. Chapter 30 “Unified Land Development Regulations,” Article V “Zoning,” Section 30-311, “Boats, boat lifts, boathouses, mooring and docking” of the Town Code of Ordinances, is hereby amended as follows²:

Chapter 30 – UNIFIED LAND DEVELOPMENT REGULATIONS

ARTICLE V. ZONING

* * *

DIVISION 2. DISTRICTS

* * *

Subdivision Q. Supplemental Regulations.

Sec. 30-311. Boats, boat lifts, boathouses, mooring and docking.

(a) *Intent.*

² Additions to existing text are shown in underline. Deletions are shown in ~~strikethrough~~. Additions to existing text since 1st reading are shown in double underline. Deletions since 1st reading are shown in ~~double-strikethrough~~.

EXHIBIT 1

(1) The intent of this section is to permit construction in and upon the waterways of docks, finger piers, boat lifts, dolphin piles, and other related structures which do not interfere with navigation, endanger life or property, or delay the public reasonable viable access to public waterways.

(2) Structures not similar in nature to those listed herein are prohibited.

(3) The requirements contained in this section shall apply and control the development on the waterways Town-wide.

(4) Marinas shall comply with this section.

(b) *Permit required.*

(1) It shall be unlawful for any person to construct or erect docks, piers, or dolphin piles, or any type of boat lifting or mooring device or any other structure on or in waterways without first obtaining:

a. Any required Broward County permits and/or approvals, and subsequently, a building permit from the Town; and

b. The necessary approvals and/or permits from the United States Army Corps of Engineers, or other governmental agencies as applicable to certain navigable waterways.

(c) *Structures in waterways 100 feet or less in width.*

(1) In a waterway that is 100 feet or less in width, finger piers, docks, boat lifts, or dolphin piles may be constructed or erected in a standard or marina mooring area under the following conditions providing the navigation channel is not encroached upon:

a. Docks may be constructed or erected to extend into any waterway a distance of ten percent of the width of the waterway or distance of eight feet, whichever is less, as measured from the recorded property line.

b. *Finger piers.* Finger piers may be constructed or erected to extend into a standard mooring area or a marina mooring area established under subsection (f) of this section subject to the requirements below:

Finger pier	Waterway	Marina mooring area (established pursuant to 30-311(f))
Length	Ten percent of the width of the waterway or a distance of 20 feet, whichever is less, measured from the recorded property line.	Sixteen percent of the width of the waterway or a distance of 25 feet, whichever is less, as measured from the recorded property line.
Width	No greater than necessary to meet ADA access requirements.	No greater than necessary to meet ADA access requirements.
Separation	Not less than 25 feet	Not less than 20 feet

c. *Boat lifts.*

EXHIBIT 1

1. Boat lifts may be constructed or erected to extend into any waterway in a fully raised position, a distance ~~equal not to exceed 20~~ 25 percent of the width of the waterway ~~or a distance of 20 feet, whichever is less~~, as measured from the recorded property line.
2. A vertical guide pole with reflective identification marking shall be permanently mounted to the outer end of the lift and shall extend a minimum of six feet above the surface of the water at all times.
- d. *Dolphin piles.*
 1. Dolphin piles may be erected to extend into any waterway no further than the navigation channel boundary line, as measured from the recorded property line.
 2. Dolphin piles shall have a six-inch wide reflective band placed two feet below the top of the piling.
 3. The minimum spacing between dolphin piles shall be ten feet.
- (2) *Setbacks.*
 - a. No docks, finger piers, boat lifts or, dolphin piles may be erected in the waterway, within five feet of an extended side property line.
 - ~~b. For only those commercial properties on the intracoastal waterway and abutting a residential property, no docks, finger piers, boat lifts, or dolphin piles may be erected in the waterway within ten feet of an extended side property line that is adjacent to a residential use.~~
- (3) Docks and finger piers shall not be constructed or erected where the elevation of the deck exceeds the elevation of the top of the abutting seawall.
- (4) *Common docking area.* In addition to the provisions contained in subsections (1) through (3) above, if two or more lots share a common docking area, the following conditions must be met prior to any permit being issued pursuant to this section:
 - a. The affected property owners shall enter into an agreement with the Town which shall state the property owners have reviewed and approved the proposed plans as they relate to the placement of any structure in the common docking area as well as the proposed docking of any boat or watercraft.
 - b. The agreement shall be approved by the Town and thereafter recorded by the property owners along with a copy of the approved plans in the public records of Broward County, Florida, and shall be considered to be a restriction running with the land and shall bind the heirs, successors and assigns of the property owners.
- (5) Where a court of competent jurisdiction has adjudicated the docking rights of the adjoining property owners, the provisions of subsections (1) through (4) above shall not apply, to the extent they are superseded by the court's ruling, if proof of such adjudication is submitted with the building permit application.
- (6) Any structure erected in any waterway shall be kept in good repair by the owner thereof and shall be subject to removal by the Town in the event that they are unsafe or create a

EXHIBIT 1

hazard to navigation as determined by the Town, the cost thereof to be assessed against the owner. Opportunity for notice and a hearing shall be afforded to the owner prior to such removal by the Town.

- (7) Boathouses and boat canals dug or excavated into any of the platted waterfront lots are prohibited.

(d) *Structures in waterways over 100 feet in width (intracoastal waterway).*

- (1) In a waterway that is more than 100 feet in width, docks, boat lifts, or dolphin piles may be constructed or erected in a standard or marina mooring area under the following conditions, providing the navigation channel is not encroached upon:

a. ~~Docks may be constructed or erected to extend into the waterway a maximum distance of 15 feet, as measured from the recorded property line. For only those commercial properties on the intracoastal waterway and abutting a residential property, no docks, finger piers, boat lifts, or dolphin piles may be erected in the waterway within ten feet of an extended side property line that is adjacent to a residential use.~~

b. Docks may be constructed or erected to extend into the waterway a maximum distance of 15 feet, as measured from the recorded property line.

~~b.~~ c. Finger piers may be constructed or erected a distance of ten percent of the width of the waterway or a distance of 20 feet, whichever is less, as measured from the recorded property line, no wider than necessary to meet ADA access requirements, and separated by not less than 25 feet.

~~c.~~ d. Boat lifts.

1. Boat lifts may be constructed or erected to extend into any waterway in a fully raised position, a distance equal to 20 percent of the width of the waterway or a distance of 20 feet, whichever is less, as measured from the recorded property line.

2. A vertical guide pole with reflective identification marking shall be permanently mounted to the outer end of the lift and shall extend a minimum of six feet above the surface of the water at all times.

~~d.~~ e. Dolphin piles.

1. Dolphin piles may be erected to extend into any waterway no further than the navigation channel boundary line as measured from the recorded property line.

2. Dolphin piles shall have a six-inch wide reflective band placed two feet below the top of the piling.

3. Dolphin piles shall be a minimum of ten feet apart.

(e) *Docking and mooring of watercraft.*

- (1) No watercraft shall be docked or moored:

a. Except at an approved dock, finger pier, or dolphin pile within a standard mooring area or a marina mooring area designated pursuant to a conditional use approval;

EXHIBIT 1

b. Such that it extends beyond the standard mooring area or if applicable, the marina mooring area;

c. Such that it extends within five feet of an extended side property line; or

d. Such that it extends into the navigational channel.

(2) The DSD shall have the right and authority to regulate the size or number of watercraft moored at a specific property when necessary to protect public safety.

(f) *Designation of a marina mooring area.* A marina, or any applicant for a marina, located in the B-1 zoning district may request approval of a designated marina mooring area as part of a conditional use application or conditional use amendment for the marina. Such designation shall be subject to all the requirements of section 30-271.

* * *

SECTION 4. Codification. This Ordinance shall be codified in accordance with the foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article” or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 5. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

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

SECTION 7. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage on second reading.

Passed on the first reading, this 17th day of October, 2023.

Passed and adopted on the second reading, this ____ day of October, 2023.

MAYOR CHRIS VINCENT

EXHIBIT 1

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Mayor Vincent
Vice-Mayor Malkoon
Commissioner Pouloupoulos
Commissioner Strauss
Commissioner Oldaker

First Reading

Second Reading

YEA

YEA

YEA

YEA

YEA

ATTEST:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

Lauderdale-By-The-Sea
Regular Town Commission Meeting
October 17, 2023

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

14. COMMISSIONER COMMENTS

Vice Mayor Malkoon advised that he recently represented Lauderdale-By-The-Sea at the Greater Fort Lauderdale Board of Realtors' Mayors' Breakfast. Topics addressed at this meeting included "selling" the Town as well as affordability. He also encouraged residents to support Sea Shorts, which he recently attended.

Mayor Vincent thanked Vice Mayor Malkoon for attending the Mayors' Breakfast.

15. ORDINANCES 1ST READING

- a. Ordinance 2023-04 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS," ARTICLE I "IN GENERAL," SECTION 30-11 "DEFINITIONS" AND ARTICLE V "ZONING," SECTION 30-311 "BOATS, BOAT LIFTS, BOATHOUSES, MOORING, AND DOCKING" AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.**

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

Development Services Director Jhanelle Campbell recalled that at a March 2022 Town Commission meeting, the Commission directed Staff to review the marine structure Code of neighboring municipalities. As a result of this research, Staff learned that the Town's regulations were much more restrictive than other municipalities' regulations. They brought forth Ordinance 2022-02 to address the following key issues:

- Clarification of definitions
- Removal of duplicative terms
- Institution of regulations for waterways both wider and narrower than 100 ft.
- Establishment of a new side setback for docks at commercial properties abutting residential properties

Ordinance 2022-02 did not address any changes to the distances of marine structures other than docks. In April 2023, Staff was directed to review regulations for those

Lauderdale-By-The-Sea
Regular Town Commission Meeting
October 17, 2023

structures in other municipalities. Staff is now bringing forward an Ordinance to address these items, which include:

- Removal of the requirement for the navigational channel to be the center 40% of the width of the waterway
- Extension of the allowance for boat lifts to protrude into the waterway from 20% to 25%
- Relocation of setbacks for marine structures in waterways over 100 ft. in width to the correct location

Development Services Director Campbell noted that, for example, 20% of an 80 ft. waterway would be 16 ft. By changing this percentage to 25%, an extra 4 ft. of space is provided, which affects the property owner's ability to have both a dock and a boat lift while still providing space for boats to enter and exit the waterway.

At the September 19, 2023 Planning and Zoning Board meeting, Staff presented the proposed Ordinance for consideration and received a 4-1 vote in favor of approval. Staff feels the proposed changes will increase flexibility for residents to install boat lifts and docks on their properties. Staff recommends approval of the Ordinance.

Commissioner Strauss commented that the proposed Ordinance establishes a clear and practical way of dealing with boat lifts and docks. He thanked Staff for their work on the updated regulations.

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

16. ORDINANCES 2ND READING

- a. **Ordinance 2023-06 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SETTING MARCH 19, 2024 FOR THE TOWN'S 2024 GENERAL MUNICIPAL ELECTION DATE TO COINCIDE WITH THE PRESIDENTIAL PREFERENCE PRIMARY ELECTION DATE AS ALLOWED BY SECTION 101.75, FLORIDA STATUTES; ESTABLISHING THE QUALIFYING PERIOD FOR THE 2024 GENERAL MUNICIPAL ELECTION TO OCCUR FROM NOON ON TUESDAY, JANUARY 2, 2024 THROUGH NOON ON TUESDAY, JANUARY 9, 2024 AS REQUIRED BY THE SUPERVISOR OF ELECTIONS; PROVIDING FOR THE DATE ON WHICH ELECTED OFFICIALS TAKE OFFICE; PROVIDING FOR SEVERABILITY;**



Agenda Item No: 17.a.

Town Commission Agenda Item Report

Meeting Date: January 23, 2024

Submitted By: Lucila Lang, Finance Director

Submitting Department: Finance

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: Resolution 2024-05: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING THE 2023/2024 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A", AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2023/2024 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

Explanation: The Town purchased the South Ocean Parking Lot in August 2022 for \$5,100,000.00. The original contract called for 1 payment of \$2,000,000 upon closing and three annual payments of \$1,033,333.33. An update to the agreement in April 2023 called for a payment of \$1.5M leaving a balance of \$1.6M. At the Commission meeting of January 9, 2024, the Town Manager proposed that the remaining \$1.6M debt be paid in FY24. Parking revenues exceeded the budgeted amount and the increase in the parking fund will provide the Town with sufficient funds to cover this expenditure. By paying the debt earlier, the Town will now keep 100% of the South Lot parking revenue at an estimated annual gain of \$100K.

Recommendation: Adopt Resolution 2024-05 (Exhibit 1) amending the FY23-24 budget.

Exhibits:

1. Resolution 2024-05 Budget Amendment

RESOLUTION NO 2024-05

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2023/2024 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT “A”; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2023/2024 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Town Manager has made recommendations to the Town Commission, which require amendment of the 2023/2024 Fiscal Year budget; and

WHEREAS, the Town Commission, in accordance with the requirements of Section 166.241, Florida Statutes, wishes to amend the 2023/2024 Fiscal Year Budget for the transfer of said funds consistent with the recommendations of the Town Manager.

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

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

Section 2: Budget Amended. The Town Commission of the Town of Lauderdale-By-The-Sea, Florida, hereby amends the 2023/2024 Fiscal Year Town Budget as set forth in Exhibit “A.”

Section 3. Appropriations and Expenditures. The appropriations and expenditures set forth in Exhibit “A” are hereby approved.

Section 4. Implementation. The Town Administration is directed to effectuate the appropriations and expenditures reflected in Exhibit “A” by necessary transfers.

Section 5. Conflicts. All prior resolutions or parts thereof in conflict herewith are repealed to the extent of such conflict.

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

Passed on this 23rd day of January, 2024.

MAYOR CHRIS VINCENT

Attest:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

FY 2023/2024 Budget Amendment

Exhibit A to Resolution 2024-05

REVENUES

Fund	Department / Project Number		Current	Proposed	Variance	Explanation
310-Parking	000000-380200	Appropriated Fund Balance	0	800,000	800,000	Budget amendment to recognize early payment on South Ocean Lot
Total Revenues				<u><u>\$ 800,000.00</u></u>		

EXPENDITURES

Fund	Department / Project Number		Current	Proposed	Variance	Explanation
310-Parking	545152-500611	Land Acquisition	800,000	1,600,000	800,000	Budget amendment to recognize early payment on South Ocean Lot
Total Expenditures				<u><u>\$ 800,000.00</u></u>		



Town Commission Agenda Item Report

Meeting Date: January 23, 2024

Submitted By: Susan Trevarthen, Town Attorney

Submitting Department: Legal

Item Type: Town Attorney Report

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: Resolution 2024-06 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING A DECLARATION THAT THE PROVISIONS OF SECTION 112.144(1)(d), FLORIDA STATUTES, THAT REQUIRE MUNICIPAL ELECTED OFFICIALS TO FILE FORM 6 FINANCIAL DISCLOSURE FORMS IS UNCONSTITUTIONAL AND INVALID, PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

Explanation: As discussed with the Town Commission over the past year, the Florida Legislature passed a law in 2023 that requires all municipal elected officials to complete a Form 6, rather than a Form 1, financial disclosure form, as of January 1, 2024. Over a hundred municipal elected officials have already resigned rather than fill out the new form, which requires them to disclose their exact net worth, income and asset values in a manner not required of elected officials by any other state or by the federal government. (The candidates for office in the March election have already had to file a version of this form to qualify, although those filings are not available as public records until after the election pursuant to state law.)

Numerous city officials have contacted our Firm over the past months regarding the filing of a lawsuit for declaratory and injunctive relief. Our Firm decided to file such a lawsuit, if at least ten municipalities sign on as plaintiffs and contribute \$10,000 each towards the cost of the litigation. My partner Jamie Cole is leading this effort. As of January 18, 2024, the first ten municipalities have committed, and many additional cities are deliberating over whether to join the litigation. We have also been speaking with the League of Cities about this matter.

As requested, attached is a form resolution that is being provided to the cities to authorize the Town (and any individual elected officials who may wish to participate as plaintiffs) to join the lawsuit. Our legal theories are set forth in the resolution, and are based upon the right to privacy and free speech.

Also attached is a form by which individual elected officials may choose to participate as plaintiffs along with the Town. While the lawsuit will seek relief on behalf of all affected elected officials, it is possible that any temporary injunction that is entered may only apply to the

named elected officials who participate. In some cases, that is what courts have done with similar types of challenges.

Recommendation: The Commission should discuss the matter, and indicate whether the Town should proceed with joining the litigation. Individual Commissioners should consider whether they wish to join the litigation as plaintiffs and, if so, sign the agreement to do so.

Exhibits:

1. Resolution 2024-06 Participation in Lawsuit Challenging Form 6 Requirement
2. Request and Agreement to Serve As Named Plaintiff

RESOLUTION 2024-06

**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, FLORIDA, AUTHORIZING PARTICIPATION
IN A LAWSUIT SEEKING A DECLARATION THAT THE
PROVISIONS OF SECTION 112.144(1)(d), FLORIDA
STATUTES, THAT REQUIRE MUNICIPAL ELECTED
OFFICIALS TO FILE FORM 6 FINANCIAL DISCLOSURE
FORMS IS UNCONSTITUTIONAL AND INVALID,
PROVIDING FOR IMPLEMENTATION AND AN
EFFECTIVE DATE.**

WHEREAS, since 1976, Article II, Section 8 of the Florida Constitution has required that all elected State constitutional officers file a full and public disclosure of their financial interests, which is done through a state-adopted form (“Form 6”) that requires, among other things, the disclosure of the specific amounts of an official’s net worth, income and asset values; and

WHEREAS, historically, municipal elected officials have been required to make a more limited financial disclosure that is done through a different state-adopted form (“Form 1”) that requires, among other things, the disclosure of information related to sources of income, real property, intangible personal property liabilities and interests in specified businesses, but does not include the specific amounts of an official’s net worth, income and asset values; and

WHEREAS, the Mayor and all current elected members of the Town of Lauderdale-By-The-Sea (the “Town Elected Officials”) were elected by the voters of the Town subject to and in reliance upon Florida law that required the Mayor and Commission Members to annually file Form 1 (not Form 6) financial disclosures forms; and

27 **WHEREAS**, although the State Legislature has the power in the Florida Constitution to
28 require that additional public officers file a full and public disclosure of their financial interests,
29 it must do so consistent with other constitutional limitations; and

30 **WHEREAS**, in 1980, the voters of Florida amended the Florida Constitution by adopting
31 Article 1, Section 23, the “Right to Privacy,” which states that “[e]very natural person has the
32 right to be let alone and free from governmental intrusion into the person’s private life except as
33 otherwise provided herein”; and

34 **WHEREAS**, because the right of privacy is a fundamental right within Florida’s
35 constitution, the Florida Supreme Court has consistently required that any law intruding on the
36 right is presumptively unconstitutional and must be justified by a “compelling state interest”
37 which the law serves or protects through the “least restrictive means;” and

38 **WHEREAS**, the First Amendment to the United States Constitution, and Article 1,
39 Section 4 of the Florida Constitution, protects the freedom of speech, which includes the right to
40 choose what to say and what not to say, any impairment of which must be justified by a
41 “compelling state interest” which the law serves or protects through the “least restrictive means;”
42 and

43 **WHEREAS**, during the 2023 legislative session, Senate Bill 774 was passed and
44 codified at Law of Florida 2023-09, amending Fla. Stat. § 112.3144, to change the financial
45 disclosure requirements and now require that all elected municipal mayors and elected members
46 of the governing board file a Form 6 financial disclosure, which is substantially more
47 burdensome and personally intrusive than the Form 1; and

48 **WHEREAS**, the imposition of the Form 6 disclosure requirements at the municipal level
49 (a) represents an unwarranted intrusion into the privacy rights of municipal elected officials,
50 most of which receive little or no compensation for their service, (b) unnecessarily risks the
51 safety of such officials (making them targets of, among other things, burglary, identity theft and
52 extortion), and (c) will deter many otherwise qualified and interested citizens from running for
53 office; and

54 **WHEREAS**, in fact, many municipal officials resigned from office prior to December
55 31, 2023, as a result of the new disclosure requirements, disrupting the ability of some local
56 governments to operate for lack of a quorum; and

57 **WHEREAS**, the imposition of the intrusive Form 6 disclosure requirements at the
58 municipal level is not the least restrictive means of serving the governmental interests of
59 preventing abuse of the public trust, as demonstrated by, among other things, the lack of such
60 requirements at the municipal level in other states and at the federal level (even the President of
61 the United States and members of the U.S. Congress are not required to make such extensive
62 disclosures); and

63 **WHEREAS**, requiring that unpaid (or low paid) municipal elected officials disclose their
64 precise net worth, income and assets does not serve (let alone constitute the least restrictive
65 means of serving) any compelling interest – Form 1 disclosures constitutes sufficient
66 transparency to inform the public of potential conflicts; and

67 **WHEREAS**, the imposition of new financial disclosure requirements upon municipal
68 elected officials who were elected without such requirements violates due process, is
69 fundamentally unfair and violates fundamental constitutional rights; and

70 **WHEREAS**, the Town desires to participate in a lawsuit seeking a declaration that the
71 provisions of Section 112.3144(1)(d), Florida Statutes, that require municipal elected officials to
72 file Form 6 financial disclosure forms are unconstitutional and invalid and should be enjoined
73 (the “Lawsuit”); and

74 **WHEREAS**, the Town Commission believes it is in the best interest of the citizens and
75 residents of the Town to participate in the Lawsuit and urges other municipalities and their
76 elected officials to also participate as plaintiffs.

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

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

81 **Section 2. Authorization.** The Town Commission hereby authorizes the
82 participation of the Town, and any of the individual Members of the Commission who choose to
83 participate as plaintiffs, in a lawsuit seeking declaratory, injunctive and other appropriate relief
84 challenging the provisions of Section 112.3144(1)(d), Florida Statutes, that require municipal
85 elected officials to file Form 6 financial disclosure forms, based upon any appropriate legal
86 theories, including those set forth above, subject to the participation of at least ten municipalities.

87 **Section 3. Representation.** Weiss Serota Helfman Cole + Bierman, PL (the “Firm”)
88 is hereby retained to represent the Town in this litigation. The Firm will charge the Town a flat
89 fee, inclusive of attorneys’ fees and costs, of \$10,000 to represent the Town and the individual
90 elected officials who choose to participate as plaintiffs, for the litigation in the trial court. The
91 Town and elected officials recognize that such flat fee may be less than the actual attorneys’ fees

and costs incurred, and that if the Town and elected officials prevail in the Lawsuit, the Firm may apply with the Court for its actual reasonable attorneys' and costs from the defendants. The filing of any appeals will be authorized by separate resolution under the terms thereof. The Town and its elected officials also acknowledge that the Firm will be representing other local governments and officials in this lawsuit and waives any conflicts related to such representation.

Section 4. Urging Participation. The Town Commission invites and urges other local governments and elected officials to join the Town as plaintiffs in the Lawsuit and to coordinate their efforts with the Town.

Section 5. Transmittal. The Town Clerk is directed to distribute this Resolution to all local governments in Broward County.

Section 6. Implementation. The Town Manager is hereby directed to take any action necessary to implement the purposes of this Resolution.

Section 7. Effective Date. This resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 23rd day of January, 2024.

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk
(CORPORATE SEAL)

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APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

Request and Agreement to Serve As Named Plaintiff

On January 16, 2024, the Town of Lauderdale-By-The-Sea, Florida (the “Town”) approved Resolution No. 2024-1623 (the “Resolution”), authorizing the participation of the Town, and any of its elected officials who choose to participate, in a lawsuit as a plaintiff seeking a declaration that the provisions of Section 112.144(1)(d), Florida Statutes, that require municipal elected officials to file Form 6 Financial Disclosure Forms is unconstitutional and invalid (the “Lawsuit”).

I hereby request and agree to serve as a named plaintiff in the Lawsuit, pursuant to the terms of the Resolution, including the section related to conflicts of interest, and for the law firm of Weiss Serota Helfman Cole + Bierman PL to represent me in the Lawsuit.

Signature: _____

Name: _____

Position: _____

Municipality: Town of Lauderdale-By-The-Sea

Date: _____