

# **Town of Lauderdale-By-The-Sea**

## **Regular Town Commission**

### **Agenda**

Thursday, September 12, 2024

6:30 PM



Jarvis Hall 4505 N. Ocean Drive  
[www.Lauderdalebythesea-fl.gov](http://www.Lauderdalebythesea-fl.gov)

#### **LAUDERDALE-BY-THE-SEA TOWN COMMISSION**

**Mayor Edmund Malkoon**  
**Vice Mayor Randy Strauss**  
**Commissioner Richard DeNapoli**  
**Commissioner John A. Graziano**  
**Commissioner Theo Pouloupoulos**

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

## Regular Town Commission

Thursday, September 12, 2024, 6:30 PM  
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1. **CALL TO ORDER, MAYOR EDMUND MALKOON**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **INVOCATION by Rabbi Bentzion Singer**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
8. **TOWN MANAGER REPORT**
  - 8.a. May 2024 Finance Report
  - 8.b. June 2024 Finance Report
  - 8.c. Town Manager Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
11. **CONSENT AGENDA**
12. **OLD BUSINESS**
  - 12.a. Pier Sign Update
  - 12.b. Discussion of 2024-25 Charter Review Board Process
13. **NEW BUSINESS**
  - 13.a. RESOLUTION 2024-28: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A REVOCABLE LICENSE AGREEMENT WITH ARUBA BAY, INC. FOR USE OF THE OCEAN PLAZA FOR OUTDOOR DINING; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND FOR AN EFFECTIVE DATE.
  - 13.b. RESOLUTION 2024-38 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SELECTING AND AUTHORIZING NEGOTIATIONS WITH FLYNN ENGINEERING SERVICES, P.A. AS THE MOST QUALIFIED FIRM FOR TOWN ENGINEERING SERVICES PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2024-07-02, AND FURTHER AUTHORIZING, IF NECESSARY, NEGOTIATIONS WITH THE SECOND MOST QUALIFIED FIRM, COLLIERS ENGINEERING & DESIGN, INC., FOR THE AWARD OF A



CONTINUING CONTRACT FOR SUCH SERVICES; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

13.c. Special Event Application: Wild Berry Salon Anniversary Celebration 10.10.24

**14. COMMISSIONER PRESENTATIONS**

**15. COMMISSIONER COMMENTS**

**16. ORDINANCES 1st Reading**

16.a. ORDINANCE NO. 2024-08: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 14, "OFFENSES," ARTICLE III, "RESTRICTIONS ON RESIDENCY BY SEXUAL PREDATORS AND SEXUAL OFFENDERS," OF THE CODE OF ORDINANCES TO AMEND AND CREATE DEFINITIONS AND IMPLEMENT STRICTER ENFORCEMENT MECHANISMS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

**17. ORDINANCES 2nd Reading**

**18. RESOLUTIONS – PUBLIC COMMENTS**

**19. QUASI JUDICIAL PUBLIC HEARINGS**

19.a. The applicant seeks approval of a Conditional Use Permit for a waiver of the requirements of the Town's sign regulations, Article VIII, "Sign Regulations," of Chapter 30, "Unified Land Development Regulations," of the Code of Ordinances for installation of a new Mid-Century Modern style sign which does not meet the requirements of the Code of Ordinances. The proposed sign includes letters that are 18 inches in height where the Town Code allows for a maximum letter height of 12 inches. In addition, the proposed sign includes a symbol that is 24 inches in height where the code only allows for a maximum symbol size of 12 inches. Finally, the total square footage of the proposed sign is 40 square feet where the Town Code allows for a maximum sign square footage of 32 square feet. The request requires conditional use approval to permit installation of the proposed sign.

19.b. Appeal from an Administrative Decision (2024-AAD-01) (the "Appeal") pursuant to Chapter 30, "Unified Land Development Regulations," ARTICLE IX, "Appeals," Section 30-531 of the Town Code of Ordinances ("Town Code") for approval to be classified as a drug store/pharmacy (with no on-site prescription writing for controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355) as such is a permitted use within the B-1 zoning district pursuant to Section 30-271 a (1) (z) of the Town Code.

**20. ADJOURNMENT**

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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

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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: 8.a.**

## **Town Commission Agenda Item Report**

**Meeting Date:** September 12, 2024

**Submitted By:** Lucila Lang, Finance Director

**Submitting Department:** Finance

**Item Type:** Town Manager Report

**Agenda Section:** TOWN MANAGER REPORT

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**Subject Title:** May 2024 Finance Report

**Explanation:** Presented is the May 2024 financial report which consists of the attached Revenue/Expenditure Report (Exhibit 2) and the Cash & Investment Report (Exhibit 3). At the end of May, the Town was 66.67% through the fiscal year.

**Recommendation:** N/A

### **Exhibits:**

1. May 2024 Finance Report
2. May 2024 Revenue\_Expenditure Report
3. May 2024 Cash Investment Report

The following is a summary of the operating results through 5/31/24; keep in mind that the percentages stated below exclude appropriations:

| 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                           | \$ 15,192,341.86 | 92.57%      | \$ 9,959,060.88  | 60.68%      | \$ 5,233,280.98   |
| Building Fund | \$ 1,253,593.00  | \$ 115,000.00           | \$ 1,138,593.00                            | \$ 1,096,551.34  | 96.31%      | \$ 627,494.91    | 55.11%      | \$ 469,056.43     |
| Sewer Fund    | \$ 1,707,217.00  | \$ 100,000.00           | \$ 1,607,217.00                            | \$ 620,614.79    | 38.61%      | \$ 809,824.25    | 50.39%      | \$ (189,209.46)   |
| Fire Fund     | \$ 1,372,000.00  | \$ 198,985.00           | \$ 1,173,015.00                            | \$ 1,219,112.68  | 103.93%     | \$ 678,780.75    | 57.87%      | \$ 540,331.93     |
| Capital Fund  | \$ 4,176,905.00  | \$ 2,171,905.00         | \$ 2,005,000.00                            | \$ 1,258,104.13  | 62.75%      | \$ 2,427,762.40  | 58.12%      | \$ (1,169,658.27) |
| Parking Fund  | \$ 3,961,895.00  | \$ 800,000.00           | \$ 3,161,895.00                            | \$ 2,837,246.66  | 89.73%      | \$ 2,739,854.09  | 69.16%      | \$ 97,392.57      |
| Grand Total   | \$ 29,393,754.00 | \$ 3,895,416.00         | \$ 25,498,338.00                           | \$ 22,223,971.46 |             | \$ 17,242,777.28 |             | \$ 4,981,194.18   |

Notable items this month are as follows:

General Fund:

- Through the month of May, the Town has received a total of \$12,321,242.49 or 98.17% of Ad Valorem Property Taxes of budgeted amount. (See table below).
- Overall General Fund revenues and expenditures are withing budget.

| <u>Collection Rates</u> | 2020    | 2021    | 2022    | 2023    | 2024   |
|-------------------------|---------|---------|---------|---------|--------|
| November                | 16.31%  | 24.52%  | 22.87%  | 22.43%  | 23.56% |
| December                | 83.28%  | 83.41%  | 85.70%  | 84.17%  | 83.76% |
| January                 | 86.44%  | 87.04%  | 89.34%  | 87.32%  | 86.22% |
| February                | 90.52%  | 90.85%  | 92.91%  | 91.31%  | 90.48% |
| March                   | 92.65%  | 92.83%  | 94.68%  | 93.10%  | 92.82% |
| April                   | 95.88%  | 97.64%  | 98.37%  | 96.88%  | 96.91% |
| May                     | 97.64%  | 98.85%  | 99.10%  | 97.86%  | 98.17% |
| June                    | 98.75%  | 100.17% | 99.54%  | 98.89%  |        |
| July                    | 101.03% | 101.51% | 101.25% | 101.23% |        |

Building Fund:

- Building Permit Fees are at 99.71% of the budgeted amount.
- Fund expenditures correlate with the revenues and through this period CAP has billed the Town for only 4 months of their services bringing Building Permit Services at 51.84%.

Sewer Fund:

- Sewer Fund revenues are a bit below expectations as payment for the month of May has not been received. Expenses are within budget.

Fire Fund:

- Through the month of May, the Town has received a total of \$1,120,633.86 or 98.73% of Property Tax-Fire Assessment of budgeted amount.

Capital Project Fund:

- Activity for the month of May for capital projects is displayed in the chart below.

| MAY, 2024 REPORT INFORMATION      |                        |                         |                         |                     |                                                   |
|-----------------------------------|------------------------|-------------------------|-------------------------|---------------------|---------------------------------------------------|
| <u>CIP Projects</u>               | <u>Budget</u>          | <u>YTD Expenditures</u> | <u>May Expenditures</u> | <u>% Completion</u> | <u>Comments</u>                                   |
| 75th Anniversary Art Installation | \$ 125,000.00          | \$ -                    | \$ -                    | 0.00%               | No activity for the month of May.                 |
| Downtown Enhancement              | \$ 2,000,000.00        | \$ 1,810,319.51         | \$ 1,149.75             | 90.52%              | Payments made to Flynn Engineering Services, P.A. |
| Opticome Emergency Vehicle System | \$ 75,000.00           | \$ -                    | \$ -                    | 0.00%               | No activity for the month of May.                 |
| Bel-Air-Seawall Repair            | \$ 366,678.00          | \$ 342,310.30           | \$ -                    | 93.35%              | No activity for the month of May.                 |
| Canal Dredging                    | \$ 75,000.00           | \$ 1,400.00             | \$ -                    | 1.87%               | No activity for the month of May.                 |
| Storm Water Rate Study            | \$ 65,000.00           | \$ -                    | \$ -                    | 0.00%               | No activity for the month of May.                 |
| Beach Renourishment               | \$ 116,667.00          | \$ 300.95               | \$ -                    | 0.26%               | No activity for the month of May.                 |
| Pedestrian Amenities              | \$ 75,000.00           | \$ 71,285.92            | \$ -                    | 95.05%              | No activity for the month of May.                 |
| Friedt Park                       | \$ 700,000.00          | \$ -                    | \$ -                    | 0.00%               | No activity for the month of May.                 |
| El Mar Drive                      | \$ 300,000.00          | \$ 100,983.80           | \$ 2,768.50             | 33.66%              | Payment made to The Paving Lady, Inc.             |
| Entry Feature & Traffic Calm      | \$ 150,000.00          | \$ 23,681.52            | \$ 6,401.10             | 15.79%              | Payment made to Baxter & Woodman, Inc.            |
| <b>Totals:</b>                    | <b>\$ 4,048,345.00</b> | <b>\$ 2,350,282.00</b>  | <b>\$ 10,319.35</b>     |                     |                                                   |

Parking Fund:

- Parking revenues are 82.69% of budgeted amount. As shown in the chart below, revenues for the month of May were down 9.14% when compared to May, 2023.
- Expenditures are within expectations.

The chart below shows a breakdown of revenue by lots:

|                                      | January, 2024         |                | February, 2024       |               | March, 2024           |                | April, 2024          |              | May, 2024             |                |
|--------------------------------------|-----------------------|----------------|----------------------|---------------|-----------------------|----------------|----------------------|--------------|-----------------------|----------------|
| South Ocean                          | \$ 24,638.98          | \$ (3,898.94)  | \$ 29,515.92         | \$ (1,168.02) | \$ 36,244.63          | \$ (5,723.54)  | \$ 35,874.55         | \$ 6,214.35  | \$ 26,793.03          | \$ 14,896.88   |
| Ocean Front Meters                   | \$ 43,374.13          | \$ 2,591.46    | \$ 36,221.89         | \$ (261.75)   | \$ 39,911.88          | \$ (9,820.01)  | \$ 52,676.26         | \$ 13,758.06 | \$ 45,410.24          | \$ (25,707.98) |
| Commercial Blvd. Meters              | \$ 11,761.27          | \$ 3,072.72    | \$ 11,750.60         | \$ 3,651.07   | \$ 11,422.52          | \$ (3,541.43)  | \$ 13,467.58         | \$ 4,118.75  | \$ 10,676.00          | \$ (1,435.88)  |
| Parking Meters-Beach                 | \$ 15,969.98          | \$ (4,521.63)  | \$ 17,274.52         | \$ (1,972.21) | \$ 21,526.11          | \$ (5,205.72)  | \$ 26,081.83         | \$ 5,909.32  | \$ 22,871.42          | \$ (2,449.25)  |
| Palm Portal-FDG                      | \$ 9,021.60           | \$ (1,715.29)  | \$ 11,810.90         | \$ (354.17)   | \$ 16,196.61          | \$ (1,932.85)  | \$ 11,934.43         | \$ (586.12)  | \$ 16,561.88          | \$ 324.49      |
| El Prado Parking Lot                 | \$ 47,121.21          | \$ (14,268.24) | \$ 56,937.37         | \$ (7,174.40) | \$ 67,568.22          | \$ (18,077.53) | \$ 84,689.20         | \$ 24,148.09 | \$ 62,871.50          | \$ (7,627.54)  |
| Town Hall Parking Lot                | \$ 2,303.65           | \$ 200.44      | \$ 2,371.15          | \$ (1,408.18) | \$ 4,075.22           | \$ (1,579.21)  | \$ 5,762.54          | \$ 2,204.98  | \$ 5,438.15           | \$ 647.71      |
| El Mar Parking Lot                   | \$ 27,017.34          | \$ 1,570.43    | \$ 22,859.96         | \$ 645.75     | \$ 25,583.45          | \$ (4,453.89)  | \$ 30,464.69         | \$ 7,474.11  | \$ 25,889.63          | \$ (5,370.42)  |
| A1A Parking Lot                      | \$ 59,586.81          | \$ (6,288.24)  | \$ 70,092.25         | \$ 4,359.51   | \$ 75,402.15          | \$ (16,153.90) | \$ 81,744.73         | \$ 13,334.02 | \$ 66,909.43          | \$ (5,654.80)  |
| Bougainvilla/Poinciana               | \$ 25,106.36          | \$ 4,513.96    | \$ 26,600.83         | \$ 1,527.40   | \$ 31,272.30          | \$ (3,446.39)  | \$ 36,781.20         | \$ 9,996.02  | \$ 28,725.75          | \$ 984.28      |
| <b>Monthly Total:</b>                | <b>\$ 265,901.33</b>  |                | <b>\$ 285,435.39</b> |               | <b>\$ 329,203.09</b>  |                | <b>\$ 379,477.01</b> |              | <b>\$ 312,147.03</b>  |                |
| <i>Difference from last year \$:</i> | <b>\$ (18,743.33)</b> |                | <b>\$ (2,155.00)</b> |               | <b>\$ (69,934.47)</b> |                | <b>\$ 86,571.58</b>  |              | <b>\$ (31,392.51)</b> |                |
| <i>Difference from last year %:</i>  | <b>-6.58%</b>         |                | <b>-0.75%</b>        |               | <b>-17.52%</b>        |                | <b>29.56%</b>        |              | <b>-9.14%</b>         |                |

The top producing lots for the month of May were:

1. A1A Parking Lot
2. El Prado Parking Lot
3. Ocean Front Meters
4. Bougainvilla/Poinciana

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

| Parking Fines | December 2023 | January 2024 | February 2024 | March 2024   | April 2024   | May 2024     |
|---------------|---------------|--------------|---------------|--------------|--------------|--------------|
|               | \$ 27,710.00  | \$ 13,613.53 | \$ 38,895.00  | \$ 21,610.69 | \$ 33,075.04 | \$ 30,516.50 |

Collection for May includes \$9,478.90 collected by RTR Financial Services.



Lauderdale-By-The-Sea, FL

# Budget Report Account Summary

For Fiscal: 2023-2024 Period Ending: 05/31/2024

|                                                                  | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity   | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|------------------------------------------------------------------|--------------------------|-------------------------|--------------------|----------------------|----------------------------------------|-----------------|
| <b>Fund: 001 - General Fund</b>                                  |                          |                         |                    |                      |                                        |                 |
| <b>Department: 000000 - Assigned</b>                             |                          |                         |                    |                      |                                        |                 |
| <a href="#">001-000000-380200</a> Appropriated Fund Balance      | 509,526.00               | 509,526.00              | 0.00               | 0.00                 | -509,526.00                            | 0.00 %          |
| <b>Department: 000000 - Assigned Total:</b>                      | <b>509,526.00</b>        | <b>509,526.00</b>       | <b>0.00</b>        | <b>0.00</b>          | <b>-509,526.00</b>                     | <b>0.00%</b>    |
| <b>Department: 301000 - Ad Valorem Property Taxes</b>            |                          |                         |                    |                      |                                        |                 |
| <a href="#">001-301000-311100</a> Ad Valorem Property Taxes      | 12,550,550.00            | 12,550,550.00           | 158,265.39         | 12,321,242.49        | -229,307.51                            | 98.17 %         |
| <b>Department: 301000 - Ad Valorem Property Taxes Total:</b>     | <b>12,550,550.00</b>     | <b>12,550,550.00</b>    | <b>158,265.39</b>  | <b>12,321,242.49</b> | <b>-229,307.51</b>                     | <b>98.17%</b>   |
| <b>Department: 301100 - Utility Taxes</b>                        |                          |                         |                    |                      |                                        |                 |
| <a href="#">001-301100-311101</a> Fpl Utility Tax                | 966,700.00               | 966,700.00              | 86,487.52          | 621,984.21           | -344,715.79                            | 64.34 %         |
| <a href="#">001-301100-311440</a> Gas Utility Tax                | 22,000.00                | 22,000.00               | 2,038.17           | 14,098.26            | -7,901.74                              | 64.08 %         |
| <a href="#">001-301100-314300</a> Water Utility Tax              | 182,000.00               | 182,000.00              | 6,940.51           | 105,202.74           | -76,797.26                             | 57.80 %         |
| <b>Department: 301100 - Utility Taxes Total:</b>                 | <b>1,170,700.00</b>      | <b>1,170,700.00</b>     | <b>95,466.20</b>   | <b>741,285.21</b>    | <b>-429,414.79</b>                     | <b>63.32%</b>   |
| <b>Department: 301600 - Franchise Taxes</b>                      |                          |                         |                    |                      |                                        |                 |
| <a href="#">001-301600-313100</a> Fl Power & Light Franchise     | 663,000.00               | 663,000.00              | 52,270.51          | 445,340.11           | -217,659.89                            | 67.17 %         |
| <a href="#">001-301600-313300</a> Waste Franchise Collection     | 156,999.00               | 156,999.00              | 16,900.00          | 88,847.88            | -68,151.12                             | 56.59 %         |
| <a href="#">001-301600-313301</a> Waste Franchise Adm-fee        | 9,000.00                 | 9,000.00                | 0.00               | 0.00                 | -9,000.00                              | 0.00 %          |
| <a href="#">001-301600-313400</a> Gas Franchise                  | 22,000.00                | 22,000.00               | 2,139.26           | 14,084.16            | -7,915.84                              | 64.02 %         |
| <a href="#">001-301600-313600</a> Towing Franchise Fees          | 800.00                   | 800.00                  | 0.00               | 0.00                 | -800.00                                | 0.00 %          |
| <b>Department: 301600 - Franchise Taxes Total:</b>               | <b>851,799.00</b>        | <b>851,799.00</b>       | <b>71,309.77</b>   | <b>548,272.15</b>    | <b>-303,526.85</b>                     | <b>64.37%</b>   |
| <b>Department: 302000 - Licenses &amp; Permits</b>               |                          |                         |                    |                      |                                        |                 |
| <a href="#">001-302000-321100</a> Business License Taxes         | 100,000.00               | 100,000.00              | 7,459.09           | 87,869.08            | -12,130.92                             | 87.87 %         |
| <a href="#">001-302000-321110</a> Sidewalk Cafe Row              | 40,000.00                | 40,000.00               | 21,123.00          | 40,235.00            | 235.00                                 | 100.59 %        |
| <a href="#">001-302000-322150</a> Miscellaneous Permits          | 500.00                   | 500.00                  | 0.00               | 773.16               | 273.16                                 | 154.63 %        |
| <a href="#">001-302000-322250</a> Zoning Permit & Fees           | 2,500.00                 | 2,500.00                | 0.00               | 170.00               | -2,330.00                              | 6.80 %          |
| <a href="#">001-302000-322400</a> Sign Permits                   | 2,000.00                 | 2,000.00                | 30.00              | 310.00               | -1,690.00                              | 15.50 %         |
| <b>Department: 302000 - Licenses &amp; Permits Total:</b>        | <b>145,000.00</b>        | <b>145,000.00</b>       | <b>28,612.09</b>   | <b>129,357.24</b>    | <b>-15,642.76</b>                      | <b>89.21%</b>   |
| <b>Department: 303000 - Intergovernmental Revenues</b>           |                          |                         |                    |                      |                                        |                 |
| <a href="#">001-303000-311120</a> Municipal Revenue Sharing      | 180,000.00               | 180,000.00              | 17,703.59          | 141,628.68           | -38,371.32                             | 78.68 %         |
| <a href="#">001-303000-311150</a> Alcoholic Beverage License     | 16,700.00                | 16,700.00               | 0.00               | 8,867.60             | -7,832.40                              | 53.10 %         |
| <a href="#">001-303000-311180</a> Sales Tax                      | 500,000.00               | 500,000.00              | 46,180.10          | 298,589.80           | -201,410.20                            | 59.72 %         |
| <a href="#">001-303000-312410</a> Local Op Gas Tax 1 - 6 Cent    | 67,500.00                | 67,500.00               | 5,499.53           | 40,381.30            | -27,118.70                             | 59.82 %         |
| <a href="#">001-303000-312420</a> Local Op Gas Tax 2 - 5 Cent    | 48,000.00                | 48,000.00               | 3,846.95           | 28,330.79            | -19,669.21                             | 59.02 %         |
| <a href="#">001-303000-315100</a> Communication Service Tax      | 325,000.00               | 325,000.00              | 24,365.93          | 175,830.11           | -149,169.89                            | 54.10 %         |
| <a href="#">001-303000-334915</a> Fdot-reimbursable Grant        | 34,384.00                | 34,384.00               | 0.00               | 0.00                 | -34,384.00                             | 0.00 %          |
| <b>Department: 303000 - Intergovernmental Revenues Total:</b>    | <b>1,171,584.00</b>      | <b>1,171,584.00</b>     | <b>97,596.10</b>   | <b>693,628.28</b>    | <b>-477,955.72</b>                     | <b>59.20%</b>   |
| <b>Department: 304000 - Charges for Services</b>                 |                          |                         |                    |                      |                                        |                 |
| <a href="#">001-304000-343902</a> Site Plan Application Fees     | 2,000.00                 | 2,000.00                | 0.00               | 0.00                 | -2,000.00                              | 0.00 %          |
| <a href="#">001-304000-347500</a> Tennis - Shuffle Key           | 12,850.00                | 12,850.00               | 560.00             | 11,750.00            | -1,100.00                              | 91.44 %         |
| <b>Department: 304000 - Charges for Services Total:</b>          | <b>14,850.00</b>         | <b>14,850.00</b>        | <b>560.00</b>      | <b>11,750.00</b>     | <b>-3,100.00</b>                       | <b>79.12%</b>   |
| <b>Department: 305000 - Fines &amp; Forfeitures</b>              |                          |                         |                    |                      |                                        |                 |
| <a href="#">001-305000-354150</a> Fines,trafficviolation,citatio | 32,000.00                | 32,000.00               | 4,399.64           | 27,208.80            | -4,791.20                              | 85.03 %         |
| <a href="#">001-305000-354160</a> Code Enforcement Fines         | 25,000.00                | 25,000.00               | 4,680.00           | 76,760.00            | 51,760.00                              | 307.04 %        |
| <a href="#">001-305000-359100</a> Other Fines & Alarms           | 3,000.00                 | 3,000.00                | 0.00               | 0.00                 | -3,000.00                              | 0.00 %          |
| <b>Department: 305000 - Fines &amp; Forfeitures Total:</b>       | <b>60,000.00</b>         | <b>60,000.00</b>        | <b>9,079.64</b>    | <b>103,968.80</b>    | <b>43,968.80</b>                       | <b>173.28%</b>  |
| <b>Department: 306000 - Miscellaneous Revenues</b>               |                          |                         |                    |                      |                                        |                 |
| <a href="#">001-306000-361100</a> Interest Earnings              | 25,000.00                | 25,000.00               | 69,985.96          | 369,358.63           | 344,358.63                             | 1,477.43 %      |
| <a href="#">001-306000-362000</a> Rent/lease Royalties           | 120,000.00               | 120,000.00              | 10,000.00          | 83,400.00            | -36,600.00                             | 69.50 %         |
| <a href="#">001-306000-365400</a> Recycling Revenue              | 5,000.00                 | 5,000.00                | 0.00               | 0.00                 | -5,000.00                              | 0.00 %          |
| <a href="#">001-306000-366100</a> Donations                      | 10,000.00                | 10,000.00               | 0.00               | 13,850.00            | 3,850.00                               | 138.50 %        |
| <a href="#">001-306000-369100</a> Miscellaneous Revenues         | 101,135.00               | 101,135.00              | 4,185.09           | 46,742.88            | -54,392.12                             | 46.22 %         |

## Budget Report

For Fiscal: 2023-2024 Period Ending: 05/31/2024

|                                                           |                                | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|-----------------------------------------------------------|--------------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------------------|-----------------|
| <a href="#">001-306000-369200</a>                         | Miscellaneous Applications     | 15,000.00                | 15,000.00               | 200.00             | 3,935.00           | -11,065.00                             | 26.23 %         |
| <a href="#">001-306000-369201</a>                         | Miscellaneous Merchandisesales | 5,000.00                 | 5,000.00                | 105.34             | 5,179.11           | 179.11                                 | 103.58 %        |
| <a href="#">001-306000-369250</a>                         | Recreational Activities Fee    | 1,500.00                 | 1,500.00                | 620.00             | 18,967.60          | 17,467.60                              | 1,264.51 %      |
| <a href="#">001-306000-369500</a>                         | miscellaneous Lobbyist         | 500.00                   | 500.00                  | 350.00             | 550.00             | 50.00                                  | 110.00 %        |
| <a href="#">001-306000-369901</a>                         | Insurance Reimbursement        | 15,000.00                | 15,000.00               | 25,854.47          | 25,854.47          | 10,854.47                              | 172.36 %        |
| <b>Department: 306000 - Miscellaneous Revenues Total:</b> |                                | <b>298,135.00</b>        | <b>298,135.00</b>       | <b>111,300.86</b>  | <b>567,837.69</b>  | <b>269,702.69</b>                      | <b>190.46%</b>  |
| <b>Department: 511000 - Commission</b>                    |                                |                          |                         |                    |                    |                                        |                 |
| <a href="#">001-511000-500110</a>                         | Commission Salaries            | 122,556.00               | 122,556.00              | 9,793.86           | 55,638.37          | 66,917.63                              | 45.40 %         |
| <a href="#">001-511000-500210</a>                         | Employer Fica Taxes            | 9,491.00                 | 9,491.00                | 735.80             | 3,896.92           | 5,594.08                               | 41.06 %         |
| <a href="#">001-511000-500220</a>                         | Retirement                     | 55,124.00                | 55,124.00               | 0.00               | 30,550.48          | 24,573.52                              | 55.42 %         |
| <a href="#">001-511000-500230</a>                         | Group Insurance                | 80,000.00                | 80,000.00               | 3,644.26           | 45,020.75          | 34,979.25                              | 56.28 %         |
| <a href="#">001-511000-500345</a>                         | Contractual Services           | 7,300.00                 | 7,300.00                | 487.50             | 3,202.50           | 4,097.50                               | 43.87 %         |
| <a href="#">001-511000-500510</a>                         | Office Supplies                | 1,500.00                 | 1,500.00                | 711.76             | 711.76             | 788.24                                 | 47.45 %         |
| <a href="#">001-511000-500512</a>                         | Elections                      | 20,000.00                | 20,000.00               | 0.00               | 1,394.46           | 18,605.54                              | 6.97 %          |
| <a href="#">001-511000-500540</a>                         | Dues & Subscriptions           | 3,000.00                 | 3,000.00                | 0.00               | 858.00             | 2,142.00                               | 28.60 %         |
| <a href="#">001-511000-500545</a>                         | Training                       | 6,000.00                 | 6,000.00                | 77.40              | 6,243.60           | -243.60                                | 104.06 %        |
| <a href="#">001-511000-500550</a>                         | Operating Expenses             | 15,200.00                | 15,200.00               | 1,666.38           | 16,593.52          | -1,393.52                              | 109.17 %        |
| <b>Department: 511000 - Commission Total:</b>             |                                | <b>320,171.00</b>        | <b>320,171.00</b>       | <b>17,116.96</b>   | <b>164,110.36</b>  | <b>156,060.64</b>                      | <b>51.26%</b>   |
| <b>Department: 511100 - Donation-Non Profits</b>          |                                |                          |                         |                    |                    |                                        |                 |
| <a href="#">001-511100-500820</a>                         | Donations-aids To Private Org  | 66,500.00                | 66,500.00               | 0.00               | 59,000.00          | 7,500.00                               | 88.72 %         |
| <b>Department: 511100 - Donation-Non Profits Total:</b>   |                                | <b>66,500.00</b>         | <b>66,500.00</b>        | <b>0.00</b>        | <b>59,000.00</b>   | <b>7,500.00</b>                        | <b>88.72%</b>   |
| <b>Department: 511200 - Visitor Center</b>                |                                |                          |                         |                    |                    |                                        |                 |
| <a href="#">001-511200-500120</a>                         | Regular Salaries               | 76,967.00                | 76,967.00               | 4,413.11           | 24,836.84          | 52,130.16                              | 32.27 %         |
| <a href="#">001-511200-500210</a>                         | Employer Fica Taxes            | 5,966.00                 | 5,966.00                | 337.60             | 1,900.01           | 4,065.99                               | 31.85 %         |
| <a href="#">001-511200-500220</a>                         | Retirement                     | 13,130.00                | 13,130.00               | 0.00               | 3,098.72           | 10,031.28                              | 23.60 %         |
| <a href="#">001-511200-500230</a>                         | Group Insurance                | 3,000.00                 | 3,000.00                | 0.00               | 4,078.94           | -1,078.94                              | 135.96 %        |
| <a href="#">001-511200-500340</a>                         | Sewer/wastewater               | 4,200.00                 | 4,200.00                | 286.97             | 1,955.76           | 2,244.24                               | 46.57 %         |
| <a href="#">001-511200-500345</a>                         | Contractual Services           | 10,000.00                | 10,000.00               | 0.00               | 148.75             | 9,851.25                               | 1.49 %          |
| <a href="#">001-511200-500430</a>                         | Electric Service               | 2,000.00                 | 2,000.00                | 101.30             | 850.42             | 1,149.58                               | 42.52 %         |
| <a href="#">001-511200-500431</a>                         | Water Service                  | 5,050.00                 | 5,050.00                | 411.49             | 2,751.96           | 2,298.04                               | 54.49 %         |
| <a href="#">001-511200-500463</a>                         | Service Maintenance Contracts  | 3,000.00                 | 3,000.00                | 120.88             | 1,022.08           | 1,977.92                               | 34.07 %         |
| <a href="#">001-511200-500495</a>                         | Special Events                 | 1,500.00                 | 1,500.00                | 0.00               | 0.00               | 1,500.00                               | 0.00 %          |
| <a href="#">001-511200-500506</a>                         | Printing & Binding             | 5,775.00                 | 5,775.00                | 0.00               | 146.28             | 5,628.72                               | 2.53 %          |
| <a href="#">001-511200-500520</a>                         | Bldg. Maintenance              | 10,000.00                | 10,000.00               | 181.65             | 1,002.81           | 8,997.19                               | 10.03 %         |
| <a href="#">001-511200-500550</a>                         | Operating Expenses             | 8,050.00                 | 8,050.00                | 139.98             | 1,691.07           | 6,358.93                               | 21.01 %         |
| <b>Department: 511200 - Visitor Center Total:</b>         |                                | <b>148,638.00</b>        | <b>148,638.00</b>       | <b>5,992.98</b>    | <b>43,483.64</b>   | <b>105,154.36</b>                      | <b>29.25%</b>   |
| <b>Department: 513000 - Administration</b>                |                                |                          |                         |                    |                    |                                        |                 |
| <a href="#">001-513000-500120</a>                         | Regular Salaries               | 633,527.00               | 633,527.00              | 82,195.28          | 436,382.18         | 197,144.82                             | 68.88 %         |
| <a href="#">001-513000-500140</a>                         | Overtime Salaries              | 4,000.00                 | 4,000.00                | 594.95             | 3,194.80           | 805.20                                 | 79.87 %         |
| <a href="#">001-513000-500210</a>                         | Employer Fica Taxes            | 48,962.00                | 48,962.00               | 6,124.38           | 29,700.95          | 19,261.05                              | 60.66 %         |
| <a href="#">001-513000-500220</a>                         | Retirement                     | 147,570.00               | 147,570.00              | -960.48            | 105,001.77         | 42,568.23                              | 71.15 %         |
| <a href="#">001-513000-500230</a>                         | Group Insurance                | 135,000.00               | 135,000.00              | 6,904.45           | 80,841.30          | 54,158.70                              | 59.88 %         |
| <a href="#">001-513000-500315</a>                         | Professional Services          | 34,500.00                | 34,500.00               | 0.00               | 1,700.00           | 32,800.00                              | 4.93 %          |
| <a href="#">001-513000-500320</a>                         | Audit Expense                  | 47,000.00                | 47,000.00               | 0.00               | 36,500.00          | 10,500.00                              | 77.66 %         |
| <a href="#">001-513000-500344</a>                         | Hr Expenses                    | 5,000.00                 | 5,000.00                | 400.99             | 981.39             | 4,018.61                               | 19.63 %         |
| <a href="#">001-513000-500345</a>                         | Contractual Services           | 52,900.00                | 52,900.00               | 3,988.97           | 44,173.22          | 8,726.78                               | 83.50 %         |
| <a href="#">001-513000-500463</a>                         | Service Maintenance Contracts  | 53,973.00                | 53,973.00               | 2,398.24           | 40,275.59          | 13,697.41                              | 74.62 %         |
| <a href="#">001-513000-500506</a>                         | Printing & Binding             | 4,200.00                 | 4,200.00                | 0.00               | 997.24             | 3,202.76                               | 23.74 %         |
| <a href="#">001-513000-500508</a>                         | Postage                        | 6,500.00                 | 6,500.00                | 498.72             | 3,470.35           | 3,029.65                               | 53.39 %         |
| <a href="#">001-513000-500510</a>                         | Office Supplies                | 8,000.00                 | 8,000.00                | 702.61             | 7,723.82           | 276.18                                 | 96.55 %         |
| <a href="#">001-513000-500525</a>                         | Uniform Expense                | 500.00                   | 500.00                  | 529.89             | 529.89             | -29.89                                 | 105.98 %        |
| <a href="#">001-513000-500540</a>                         | Dues & Subscriptions           | 9,675.00                 | 9,675.00                | 163.84             | 4,982.30           | 4,692.70                               | 51.50 %         |
| <a href="#">001-513000-500545</a>                         | Training                       | 22,000.00                | 22,000.00               | 362.67             | 8,336.71           | 13,663.29                              | 37.89 %         |
| <a href="#">001-513000-500550</a>                         | Operating Expenses             | 23,750.00                | 23,750.00               | 2,005.21           | 16,376.22          | 7,373.78                               | 68.95 %         |
| <b>Department: 513000 - Administration Total:</b>         |                                | <b>1,237,057.00</b>      | <b>1,237,057.00</b>     | <b>105,909.72</b>  | <b>821,167.73</b>  | <b>415,889.27</b>                      | <b>66.38%</b>   |
| <b>Department: 514000 - Town Attorney</b>                 |                                |                          |                         |                    |                    |                                        |                 |
| <a href="#">001-514000-500310</a>                         | Legal Expense                  | 360,000.00               | 360,000.00              | 21,414.00          | 134,815.25         | 225,184.75                             | 37.45 %         |



## Budget Report

For Fiscal: 2023-2024 Period Ending: 05/31/2024

|                                                                   |                                | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|-------------------------------------------------------------------|--------------------------------|--------------------------|-------------------------|--------------------|---------------------|----------------------------------------|-----------------|
| <a href="#">001-514000-500314</a>                                 | Litigation                     | 98,000.00                | 98,000.00               | 0.00               | 625.00              | 97,375.00                              | 0.64 %          |
| <b>Department: 514000 - Town Attorney Total:</b>                  |                                | <b>458,000.00</b>        | <b>458,000.00</b>       | <b>21,414.00</b>   | <b>135,440.25</b>   | <b>322,559.75</b>                      | <b>29.57%</b>   |
| <b>Department: 519000 - General</b>                               |                                |                          |                         |                    |                     |                                        |                 |
| <a href="#">001-519000-500220</a>                                 | Retirement                     | 0.00                     | 0.00                    | -720.56            | 0.00                | 0.00                                   | 0.00 %          |
| <a href="#">001-519000-500311</a>                                 | Advertisements                 | 7,500.00                 | 7,500.00                | 0.00               | 1,712.69            | 5,787.31                               | 22.84 %         |
| <a href="#">001-519000-500315</a>                                 | Professional Services          | 260,500.00               | 260,500.00              | 51,132.98          | 157,167.27          | 103,332.73                             | 60.33 %         |
| <a href="#">001-519000-500345</a>                                 | Contractual Services           | 100,700.00               | 100,700.00              | 4,939.71           | 50,551.75           | 50,148.25                              | 50.20 %         |
| <a href="#">001-519000-500349</a>                                 | Community Mobility Services    | 250,000.00               | 250,000.00              | 19,734.24          | 157,873.92          | 92,126.08                              | 63.15 %         |
| <a href="#">001-519000-500451</a>                                 | Auto, Property & Liability Ins | 279,500.00               | 279,500.00              | 0.00               | 248,189.66          | 31,310.34                              | 88.80 %         |
| <a href="#">001-519000-500452</a>                                 | Workers Compensation Insur     | 82,000.00                | 82,000.00               | 0.00               | 38,021.25           | 43,978.75                              | 46.37 %         |
| <a href="#">001-519000-500463</a>                                 | Service Maintenance Contracts  | 22,000.00                | 22,000.00               | 5,467.38           | 16,754.39           | 5,245.61                               | 76.16 %         |
| <a href="#">001-519000-500497</a>                                 | Contingency                    | 100,000.00               | 100,000.00              | 0.00               | 0.00                | 100,000.00                             | 0.00 %          |
| <a href="#">001-519000-500525</a>                                 | Uniform Expense                | 225.00                   | 225.00                  | 0.00               | 0.00                | 225.00                                 | 0.00 %          |
| <a href="#">001-519000-500550</a>                                 | Operating Expenses             | 92,000.00                | 92,000.00               | 1,087.72           | 50,430.18           | 41,569.82                              | 54.82 %         |
| <a href="#">001-519000-500552</a>                                 | Recycling And Solid Waste Exp  | 60,000.00                | 60,000.00               | 3,854.00           | 36,767.27           | 23,232.73                              | 61.28 %         |
| <b>Department: 519000 - General Total:</b>                        |                                | <b>1,254,425.00</b>      | <b>1,254,425.00</b>     | <b>85,495.47</b>   | <b>757,468.38</b>   | <b>496,956.62</b>                      | <b>60.38%</b>   |
| <b>Department: 519100 - Tourism and Community Outreach</b>        |                                |                          |                         |                    |                     |                                        |                 |
| <a href="#">001-519100-500120</a>                                 | Regular Salaries               | 139,769.00               | 139,769.00              | 8,154.81           | 44,582.84           | 95,186.16                              | 31.90 %         |
| <a href="#">001-519100-500140</a>                                 | Overtime Salaries              | 5,000.00                 | 5,000.00                | 0.00               | 715.65              | 4,284.35                               | 14.31 %         |
| <a href="#">001-519100-500210</a>                                 | Employer Fica Taxes            | 11,113.00                | 11,113.00               | 624.27             | 3,467.73            | 7,645.27                               | 31.20 %         |
| <a href="#">001-519100-500220</a>                                 | Retirement                     | 19,713.00                | 19,713.00               | 720.56             | 5,712.68            | 14,000.32                              | 28.98 %         |
| <a href="#">001-519100-500230</a>                                 | Group Insurance                | 30,000.00                | 30,000.00               | 1,024.72           | 10,551.66           | 19,448.34                              | 35.17 %         |
| <a href="#">001-519100-500311</a>                                 | Advertisements                 | 23,000.00                | 23,000.00               | 0.00               | 7,670.00            | 15,330.00                              | 33.35 %         |
| <a href="#">001-519100-500315</a>                                 | Professional Services          | 60,000.00                | 60,000.00               | 225.00             | 499.83              | 59,500.17                              | 0.83 %          |
| <a href="#">001-519100-500345</a>                                 | Contractual Services           | 6,524.00                 | 6,524.00                | 0.00               | -607.57             | 7,131.57                               | -9.31 %         |
| <a href="#">001-519100-500347</a>                                 | Programs                       | 10,300.00                | 10,300.00               | 1,049.05           | 6,300.62            | 3,999.38                               | 61.17 %         |
| <a href="#">001-519100-500495</a>                                 | Special Events                 | 240,800.00               | 240,800.00              | 18,074.50          | 107,053.72          | 133,746.28                             | 44.46 %         |
| <a href="#">001-519100-500506</a>                                 | Printing & Binding             | 12,000.00                | 12,000.00               | 0.00               | 4,551.74            | 7,448.26                               | 37.93 %         |
| <a href="#">001-519100-500540</a>                                 | Dues & Subscriptions           | 2,800.00                 | 2,800.00                | 0.00               | 1,942.75            | 857.25                                 | 69.38 %         |
| <a href="#">001-519100-500550</a>                                 | Operating Expenses             | 1,250.00                 | 1,250.00                | 27.99              | 80.37               | 1,169.63                               | 6.43 %          |
| <b>Department: 519100 - Tourism and Community Outreach Total:</b> |                                | <b>562,269.00</b>        | <b>562,269.00</b>       | <b>29,900.90</b>   | <b>192,522.02</b>   | <b>369,746.98</b>                      | <b>34.24%</b>   |
| <b>Department: 521000 - Police Department</b>                     |                                |                          |                         |                    |                     |                                        |                 |
| <a href="#">001-521000-500141</a>                                 | Bso Overtime                   | 80,000.00                | 80,000.00               | 9,337.63           | 59,789.50           | 20,210.50                              | 74.74 %         |
| <a href="#">001-521000-500345</a>                                 | Contractual Services           | 5,998,142.00             | 5,998,142.00            | 499,844.92         | 3,921,209.75        | 2,076,932.25                           | 65.37 %         |
| <a href="#">001-521000-500352</a>                                 | Contract Services              | 7,000.00                 | 7,000.00                | 0.00               | 4,996.19            | 2,003.81                               | 71.37 %         |
| <a href="#">001-521000-500520</a>                                 | Bldg. Maintenance              | 2,000.00                 | 2,000.00                | 0.00               | 607.34              | 1,392.66                               | 30.37 %         |
| <a href="#">001-521000-500550</a>                                 | Operating Expenses             | 7,000.00                 | 7,000.00                | 0.00               | 0.00                | 7,000.00                               | 0.00 %          |
| <a href="#">001-521000-500640</a>                                 | Capital Outlay - Equip & Mach  | 12,000.00                | 12,000.00               | 9,788.84           | 9,788.84            | 2,211.16                               | 81.57 %         |
| <b>Department: 521000 - Police Department Total:</b>              |                                | <b>6,106,142.00</b>      | <b>6,106,142.00</b>     | <b>518,971.39</b>  | <b>3,996,391.62</b> | <b>2,109,750.38</b>                    | <b>65.45%</b>   |
| <b>Department: 523000 - Emergency Medical Services</b>            |                                |                          |                         |                    |                     |                                        |                 |
| <a href="#">001-523000-500345</a>                                 | Contractual Services           | 460,000.00               | 460,000.00              | 40,250.00          | 310,499.98          | 149,500.02                             | 67.50 %         |
| <b>Department: 523000 - Emergency Medical Services Total:</b>     |                                | <b>460,000.00</b>        | <b>460,000.00</b>       | <b>40,250.00</b>   | <b>310,499.98</b>   | <b>149,500.02</b>                      | <b>67.50%</b>   |
| <b>Department: 524000 - Development Services</b>                  |                                |                          |                         |                    |                     |                                        |                 |
| <a href="#">001-524000-500120</a>                                 | Regular Salaries               | 281,794.00               | 281,794.00              | 28,986.00          | 177,719.84          | 104,074.16                             | 63.07 %         |
| <a href="#">001-524000-500140</a>                                 | Overtime Salaries              | 7,000.00                 | 7,000.00                | 211.46             | 287.98              | 6,712.02                               | 4.11 %          |
| <a href="#">001-524000-500210</a>                                 | Employer Fica Taxes            | 21,825.00                | 21,825.00               | 2,315.31           | 14,086.24           | 7,738.76                               | 64.54 %         |
| <a href="#">001-524000-500220</a>                                 | Retirement                     | 56,454.00                | 56,454.00               | -1,188.04          | 38,158.37           | 18,295.63                              | 67.59 %         |
| <a href="#">001-524000-500230</a>                                 | Group Insurance                | 71,000.00                | 71,000.00               | 4,086.51           | 40,572.75           | 30,427.25                              | 57.14 %         |
| <a href="#">001-524000-500315</a>                                 | Professional Services          | 55,000.00                | 55,000.00               | 742.50             | 4,069.26            | 50,930.74                              | 7.40 %          |
| <a href="#">001-524000-500345</a>                                 | Contractual Services           | 321,325.00               | 321,325.00              | 20,993.26          | 169,621.23          | 151,703.77                             | 52.79 %         |
| <a href="#">001-524000-500462</a>                                 | Fuel                           | 0.00                     | 0.00                    | 162.58             | 375.97              | -375.97                                | 0.00 %          |
| <a href="#">001-524000-500463</a>                                 | Service Maintenance Contracts  | 9,500.00                 | 9,500.00                | 0.00               | 1,662.85            | 7,837.15                               | 17.50 %         |
| <a href="#">001-524000-500506</a>                                 | Printing & Binding             | 4,000.00                 | 4,000.00                | 77.11              | 616.95              | 3,383.05                               | 15.42 %         |
| <a href="#">001-524000-500508</a>                                 | Postage                        | 4,200.00                 | 4,200.00                | 0.00               | 1,429.67            | 2,770.33                               | 34.04 %         |
| <a href="#">001-524000-500510</a>                                 | Office Supplies                | 3,200.00                 | 3,200.00                | 0.00               | 734.82              | 2,465.18                               | 22.96 %         |
| <a href="#">001-524000-500525</a>                                 | Uniform Expense                | 600.00                   | 600.00                  | 0.00               | 0.00                | 600.00                                 | 0.00 %          |
| <a href="#">001-524000-500540</a>                                 | Dues & Subscriptions           | 6,000.00                 | 6,000.00                | 0.00               | 975.00              | 5,025.00                               | 16.25 %         |

## Budget Report

For Fiscal: 2023-2024 Period Ending: 05/31/2024

|                                                                    |                               | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|--------------------------------------------------------------------|-------------------------------|--------------------------|-------------------------|--------------------|---------------------|----------------------------------------|-----------------|
| <a href="#">001-524000-500545</a>                                  | Training                      | 7,500.00                 | 7,500.00                | 0.00               | 1,785.26            | 5,714.74                               | 23.80 %         |
| <a href="#">001-524000-500550</a>                                  | Operating Expenses            | 12,000.00                | 12,000.00               | 8,128.00           | 9,637.75            | 2,362.25                               | 80.31 %         |
| <b>Department: 524000 - Development Services Total:</b>            |                               | <b>861,398.00</b>        | <b>861,398.00</b>       | <b>64,514.69</b>   | <b>461,733.94</b>   | <b>399,664.06</b>                      | <b>53.60%</b>   |
| <b>Department: 541100 - Mun Srvsc - Public Works Div</b>           |                               |                          |                         |                    |                     |                                        |                 |
| <a href="#">001-541100-500120</a>                                  | Regular Salaries              | 1,071,315.00             | 1,071,315.00            | 117,099.97         | 618,207.83          | 453,107.17                             | 57.71 %         |
| <a href="#">001-541100-500140</a>                                  | Overtime Salaries             | 65,000.00                | 65,000.00               | 3,865.11           | 29,335.71           | 35,664.29                              | 45.13 %         |
| <a href="#">001-541100-500210</a>                                  | Employer Fica Taxes           | 83,103.00                | 83,103.00               | 9,475.08           | 50,789.45           | 32,313.55                              | 61.12 %         |
| <a href="#">001-541100-500220</a>                                  | Retirement                    | 163,094.00               | 163,094.00              | -2,160.88          | 98,264.14           | 64,829.86                              | 60.25 %         |
| <a href="#">001-541100-500230</a>                                  | Group Insurance               | 285,000.00               | 285,000.00              | 18,240.74          | 177,463.81          | 107,536.19                             | 62.27 %         |
| <a href="#">001-541100-500315</a>                                  | Professional Services         | 50,000.00                | 50,000.00               | 1,455.00           | 23,092.36           | 26,907.64                              | 46.18 %         |
| <a href="#">001-541100-500340</a>                                  | Sewer/wastewater              | 18,000.00                | 18,000.00               | 1,422.50           | 9,853.08            | 8,146.92                               | 54.74 %         |
| <a href="#">001-541100-500345</a>                                  | Contractual Services          | 744,800.00               | 744,800.00              | 60,323.45          | 376,644.06          | 368,155.94                             | 50.57 %         |
| <a href="#">001-541100-500410</a>                                  | Communications                | 60,000.00                | 60,000.00               | 6,447.37           | 53,751.57           | 6,248.43                               | 89.59 %         |
| <a href="#">001-541100-500430</a>                                  | Electric Service              | 58,000.00                | 58,000.00               | 4,213.69           | 34,278.45           | 23,721.55                              | 59.10 %         |
| <a href="#">001-541100-500431</a>                                  | Water Service                 | 180,000.00               | 180,000.00              | 22,550.41          | 146,702.74          | 33,297.26                              | 81.50 %         |
| <a href="#">001-541100-500433</a>                                  | Electric Service-streets      | 70,000.00                | 70,000.00               | 4,996.76           | 42,422.64           | 27,577.36                              | 60.60 %         |
| <a href="#">001-541100-500445</a>                                  | Equip Rent/lease              | 20,000.00                | 20,000.00               | 450.10             | 18,994.62           | 1,005.38                               | 94.97 %         |
| <a href="#">001-541100-500460</a>                                  | Equipment Maintenance         | 40,000.00                | 40,000.00               | 1,200.52           | 41,679.12           | -1,679.12                              | 104.20 %        |
| <a href="#">001-541100-500461</a>                                  | Vehicle Maintenance           | 20,000.00                | 20,000.00               | 1,736.90           | 33,351.69           | -13,351.69                             | 166.76 %        |
| <a href="#">001-541100-500462</a>                                  | Fuel                          | 60,000.00                | 60,000.00               | 2,911.64           | 20,647.71           | 39,352.29                              | 34.41 %         |
| <a href="#">001-541100-500463</a>                                  | Service Maintenance Contracts | 21,000.00                | 21,000.00               | 1,956.85           | 23,875.88           | -2,875.88                              | 113.69 %        |
| <a href="#">001-541100-500469</a>                                  | Buoy Maintenance              | 17,000.00                | 17,000.00               | 0.00               | 0.00                | 17,000.00                              | 0.00 %          |
| <a href="#">001-541100-500470</a>                                  | Radio Maintenance             | 3,000.00                 | 3,000.00                | 0.00               | 0.00                | 3,000.00                               | 0.00 %          |
| <a href="#">001-541100-500498</a>                                  | Storm Drain Rehab/maint       | 107,500.00               | 107,500.00              | 950.25             | 26,668.41           | 80,831.59                              | 24.81 %         |
| <a href="#">001-541100-500508</a>                                  | Postage                       | 600.00                   | 600.00                  | 0.00               | 0.00                | 600.00                                 | 0.00 %          |
| <a href="#">001-541100-500510</a>                                  | Office Supplies               | 1,500.00                 | 1,500.00                | 0.00               | 17.50               | 1,482.50                               | 1.17 %          |
| <a href="#">001-541100-500520</a>                                  | Bldg. Maintenance             | 125,500.00               | 125,500.00              | 8,243.31           | 67,773.91           | 57,726.09                              | 54.00 %         |
| <a href="#">001-541100-500525</a>                                  | Uniform Expense               | 20,000.00                | 20,000.00               | 3,729.12           | 25,465.24           | -5,465.24                              | 127.33 %        |
| <a href="#">001-541100-500529</a>                                  | Street Light Maintenance      | 55,000.00                | 55,000.00               | 8,942.57           | 27,588.20           | 27,411.80                              | 50.16 %         |
| <a href="#">001-541100-500530</a>                                  | Street Maint Repair Supply    | 100,000.00               | 100,000.00              | 4,992.14           | 24,646.20           | 75,353.80                              | 24.65 %         |
| <a href="#">001-541100-500531</a>                                  | Grounds Maint/landscaping     | 50,000.00                | 50,000.00               | 1,332.98           | 35,194.62           | 14,805.38                              | 70.39 %         |
| <a href="#">001-541100-500532</a>                                  | Signs                         | 12,500.00                | 12,500.00               | 2,787.50           | 6,170.84            | 6,329.16                               | 49.37 %         |
| <a href="#">001-541100-500534</a>                                  | Sidewalk Maint Repair         | 12,500.00                | 12,500.00               | 0.00               | 264.00              | 12,236.00                              | 2.11 %          |
| <a href="#">001-541100-500535</a>                                  | Flags                         | 3,000.00                 | 3,000.00                | 0.00               | 85.58               | 2,914.42                               | 2.85 %          |
| <a href="#">001-541100-500536</a>                                  | Sea Oats                      | 10,000.00                | 10,000.00               | 0.00               | 4,815.00            | 5,185.00                               | 48.15 %         |
| <a href="#">001-541100-500540</a>                                  | Dues & Subscriptions          | 2,285.00                 | 2,285.00                | 0.00               | 1,880.00            | 405.00                                 | 82.28 %         |
| <a href="#">001-541100-500545</a>                                  | Training                      | 8,000.00                 | 8,000.00                | 0.00               | 600.00              | 7,400.00                               | 7.50 %          |
| <a href="#">001-541100-500547</a>                                  | Hurricane Expenditure         | 10,000.00                | 10,000.00               | 0.00               | 0.00                | 10,000.00                              | 0.00 %          |
| <a href="#">001-541100-500550</a>                                  | Operating Expenses            | 145,000.00               | 145,000.00              | 15,019.67          | 113,445.96          | 31,554.04                              | 78.24 %         |
| <a href="#">001-541100-500624</a>                                  | Capital Outlay-bldg. Improvem | 68,000.00                | 68,000.00               | 0.00               | 0.00                | 68,000.00                              | 0.00 %          |
| <a href="#">001-541100-500640</a>                                  | Capital Outlay - Equip & Mach | 20,000.00                | 20,000.00               | 0.00               | 16,400.12           | 3,599.88                               | 82.00 %         |
| <a href="#">001-541100-500644</a>                                  | Capital Outlay-vehicles       | 53,447.00                | 53,447.00               | 4,977.11           | 40,799.01           | 12,647.99                              | 76.34 %         |
| <b>Department: 541100 - Mun Srvsc - Public Works Div Total:</b>    |                               | <b>3,834,144.00</b>      | <b>3,834,144.00</b>     | <b>307,159.86</b>  | <b>2,191,169.45</b> | <b>1,642,974.55</b>                    | <b>57.15%</b>   |
| <b>Department: 572000 - Recreation</b>                             |                               |                          |                         |                    |                     |                                        |                 |
| <a href="#">001-572000-500342</a>                                  | Senior Rec. Ctr. Contract     | 110,000.00               | 110,000.00              | 8,302.08           | 73,604.31           | 36,395.69                              | 66.91 %         |
| <a href="#">001-572000-500463</a>                                  | Service Maintenance Contracts | 2,400.00                 | 2,400.00                | 158.04             | 1,554.60            | 845.40                                 | 64.78 %         |
| <a href="#">001-572000-500510</a>                                  | Office Supplies               | 1,000.00                 | 1,000.00                | 0.00               | 914.60              | 85.40                                  | 91.46 %         |
| <b>Department: 572000 - Recreation Total:</b>                      |                               | <b>113,400.00</b>        | <b>113,400.00</b>       | <b>8,460.12</b>    | <b>76,073.51</b>    | <b>37,326.49</b>                       | <b>67.08%</b>   |
| <b>Department: 581100 - Interfund Transfers</b>                    |                               |                          |                         |                    |                     |                                        |                 |
| <a href="#">001-581100-380102</a>                                  | Transfer From Bldg-oh Costs   | 100,000.00               | 100,000.00              | 0.00               | 50,000.00           | -50,000.00                             | 50.00 %         |
| <a href="#">001-581100-380115</a>                                  | Transfer From Fire - Oh Costs | 50,000.00                | 50,000.00               | 0.00               | 25,000.00           | -25,000.00                             | 50.00 %         |
| <a href="#">001-581100-500910</a>                                  | Transfer To Cip Fund          | 1,500,000.00             | 1,500,000.00            | 0.00               | 750,000.00          | 750,000.00                             | 50.00 %         |
| <b>Department: 581100 - Interfund Transfers Surplus (Deficit):</b> |                               | <b>-1,350,000.00</b>     | <b>-1,350,000.00</b>    | <b>0.00</b>        | <b>-675,000.00</b>  | <b>675,000.00</b>                      | <b>50.00%</b>   |
| <b>Fund: 001 - General Fund Surplus (Deficit):</b>                 |                               | <b>0.00</b>              | <b>0.00</b>             | <b>-632,996.04</b> | <b>5,233,280.98</b> | <b>5,233,280.98</b>                    | <b>0.00%</b>    |

## Budget Report

For Fiscal: 2023-2024 Period Ending: 05/31/2024

|                                                                  | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|------------------------------------------------------------------|--------------------------|-------------------------|--------------------|---------------------|----------------------------------------|-----------------|
| <b>Fund: 101 - Special Revenue-Police Conf</b>                   |                          |                         |                    |                     |                                        |                 |
| <b>Department: 521100 - Police Dept. Confiscated</b>             |                          |                         |                    |                     |                                        |                 |
| <a href="#">101-521100-500550</a> Operating Expenses             | 0.00                     | 0.00                    | 0.00               | 15,461.12           | -15,461.12                             | 0.00 %          |
| <b>Department: 521100 - Police Dept. Confiscated Total:</b>      | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>15,461.12</b>    | <b>-15,461.12</b>                      | <b>0.00%</b>    |
| <b>Fund: 101 - Special Revenue-Police Conf Total:</b>            | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>15,461.12</b>    | <b>-15,461.12</b>                      | <b>0.00%</b>    |
| <b>Fund: 102 - Building Fund</b>                                 |                          |                         |                    |                     |                                        |                 |
| <b>Department: 000000 - Assigned</b>                             |                          |                         |                    |                     |                                        |                 |
| <a href="#">102-000000-380200</a> Appropriated Fund Balance      | 115,000.00               | 115,000.00              | 0.00               | 0.00                | -115,000.00                            | 0.00 %          |
| <b>Department: 000000 - Assigned Total:</b>                      | <b>115,000.00</b>        | <b>115,000.00</b>       | <b>0.00</b>        | <b>0.00</b>         | <b>-115,000.00</b>                     | <b>0.00%</b>    |
| <b>Department: 302100 - Building Permit and Inpection</b>        |                          |                         |                    |                     |                                        |                 |
| <a href="#">102-302100-322100</a> Building Permits               | 1,088,593.00             | 1,088,593.00            | 158,959.70         | 1,085,485.71        | -3,107.29                              | 99.71 %         |
| <a href="#">102-302100-322105</a> Fire Plan Review Fees          | 50,000.00                | 50,000.00               | -4,952.01          | 11,065.63           | -38,934.37                             | 22.13 %         |
| <b>Department: 302100 - Building Permit and Inpection Total:</b> | <b>1,138,593.00</b>      | <b>1,138,593.00</b>     | <b>154,007.69</b>  | <b>1,096,551.34</b> | <b>-42,041.66</b>                      | <b>96.31%</b>   |
| <b>Department: 524100 - Building</b>                             |                          |                         |                    |                     |                                        |                 |
| <a href="#">102-524100-500120</a> Regular Salaries               | 113,896.00               | 113,896.00              | 11,803.71          | 67,053.40           | 46,842.60                              | 58.87 %         |
| <a href="#">102-524100-500210</a> Employer Fica Taxes            | 8,713.00                 | 8,713.00                | 904.70             | 5,109.53            | 3,603.47                               | 58.64 %         |
| <a href="#">102-524100-500220</a> Retirement                     | 26,984.00                | 26,984.00               | 2,884.49           | 14,963.09           | 12,020.91                              | 55.45 %         |
| <a href="#">102-524100-500230</a> Group Insurance                | 30,000.00                | 30,000.00               | 255.67             | 16,418.03           | 13,581.97                              | 54.73 %         |
| <a href="#">102-524100-500315</a> Professional Services          | 100,000.00               | 100,000.00              | 3,165.76           | 30,617.74           | 69,382.26                              | 30.62 %         |
| <a href="#">102-524100-500345</a> Contractual Services           | 70,000.00                | 70,000.00               | 5,842.50           | 25,767.20           | 44,232.80                              | 36.81 %         |
| <a href="#">102-524100-500402</a> Building Permit Services       | 800,000.00               | 800,000.00              | 3,496.50           | 414,706.11          | 385,293.89                             | 51.84 %         |
| <a href="#">102-524100-500463</a> Service Maintenance Contracts  | 2,500.00                 | 2,500.00                | 0.00               | 0.00                | 2,500.00                               | 0.00 %          |
| <a href="#">102-524100-500550</a> Operating Expenses             | 1,500.00                 | 1,500.00                | 0.00               | 1,407.81            | 92.19                                  | 93.85 %         |
| <a href="#">102-524100-500640</a> Capital Outlay - Equipt & Mach | 0.00                     | 0.00                    | 0.00               | 1,452.00            | -1,452.00                              | 0.00 %          |
| <a href="#">102-524100-581001</a> Transfer To GF-OH Costs        | 100,000.00               | 100,000.00              | 0.00               | 50,000.00           | 50,000.00                              | 50.00 %         |
| <b>Department: 524100 - Building Total:</b>                      | <b>1,253,593.00</b>      | <b>1,253,593.00</b>     | <b>28,353.33</b>   | <b>627,494.91</b>   | <b>626,098.09</b>                      | <b>50.06%</b>   |
| <b>Fund: 102 - Building Fund Surplus (Deficit):</b>              | <b>0.00</b>              | <b>0.00</b>             | <b>125,654.36</b>  | <b>469,056.43</b>   | <b>469,056.43</b>                      | <b>0.00%</b>    |
| <b>Fund: 103 - Sewer Fund</b>                                    |                          |                         |                    |                     |                                        |                 |
| <b>Department: 000000 - Assigned</b>                             |                          |                         |                    |                     |                                        |                 |
| <a href="#">103-000000-380200</a> Appropriated Fund Balance      | 100,000.00               | 100,000.00              | 0.00               | 0.00                | -100,000.00                            | 0.00 %          |
| <b>Department: 000000 - Assigned Total:</b>                      | <b>100,000.00</b>        | <b>100,000.00</b>       | <b>0.00</b>        | <b>0.00</b>         | <b>-100,000.00</b>                     | <b>0.00%</b>    |
| <b>Department: 304000 - Charges for Services</b>                 |                          |                         |                    |                     |                                        |                 |
| <a href="#">103-304000-343500</a> Sewer Fees                     | 1,605,217.00             | 1,605,217.00            | 0.00               | 610,587.14          | -994,629.86                            | 38.04 %         |
| <b>Department: 304000 - Charges for Services Total:</b>          | <b>1,605,217.00</b>      | <b>1,605,217.00</b>     | <b>0.00</b>        | <b>610,587.14</b>   | <b>-994,629.86</b>                     | <b>38.04%</b>   |
| <b>Department: 306000 - Miscellaneous Revenues</b>               |                          |                         |                    |                     |                                        |                 |
| <a href="#">103-306000-361100</a> Interest Earnings              | 2,000.00                 | 2,000.00                | 0.00               | 10,027.65           | 8,027.65                               | 501.38 %        |
| <b>Department: 306000 - Miscellaneous Revenues Total:</b>        | <b>2,000.00</b>          | <b>2,000.00</b>         | <b>0.00</b>        | <b>10,027.65</b>    | <b>8,027.65</b>                        | <b>501.38%</b>  |
| <b>Department: 535000 - Sanitary Sewers</b>                      |                          |                         |                    |                     |                                        |                 |
| <a href="#">103-535000-500120</a> Regular Salaries               | 107,528.00               | 107,528.00              | 11,521.12          | 66,282.99           | 41,245.01                              | 61.64 %         |
| <a href="#">103-535000-500140</a> Overtime Salaries              | 6,000.00                 | 6,000.00                | 189.17             | 4,864.92            | 1,135.08                               | 81.08 %         |
| <a href="#">103-535000-500210</a> Employer Fica Taxes            | 8,226.00                 | 8,226.00                | 764.75             | 5,313.24            | 2,912.76                               | 64.59 %         |
| <a href="#">103-535000-500220</a> Retirement                     | 22,213.00                | 22,213.00               | 1,723.05           | 13,796.61           | 8,416.39                               | 62.11 %         |
| <a href="#">103-535000-500230</a> Group Insurance                | 17,500.00                | 17,500.00               | 119.44             | 10,209.91           | 7,290.09                               | 58.34 %         |
| <a href="#">103-535000-500340</a> Sewer/wastewater               | 975,000.00               | 975,000.00              | 72,833.15          | 616,356.80          | 358,643.20                             | 63.22 %         |
| <a href="#">103-535000-500345</a> Contractual Services           | 60,000.00                | 60,000.00               | 0.00               | 5,354.94            | 54,645.06                              | 8.92 %          |
| <a href="#">103-535000-500430</a> Electric Service               | 28,000.00                | 28,000.00               | 1,595.78           | 15,579.56           | 12,420.44                              | 55.64 %         |
| <a href="#">103-535000-500431</a> Water Service                  | 500.00                   | 500.00                  | 36.67              | 235.76              | 264.24                                 | 47.15 %         |
| <a href="#">103-535000-500459</a> Sewer Line Maintenance         | 300,000.00               | 300,000.00              | 0.00               | 10,229.52           | 289,770.48                             | 3.41 %          |
| <a href="#">103-535000-500465</a> Pump Station Maintenance       | 3,000.00                 | 3,000.00                | 0.00               | 3,600.00            | -600.00                                | 120.00 %        |
| <a href="#">103-535000-500497</a> Contingency                    | 100,000.00               | 100,000.00              | 0.00               | 0.00                | 100,000.00                             | 0.00 %          |
| <a href="#">103-535000-500506</a> Printing & Binding             | 2,000.00                 | 2,000.00                | 0.00               | 0.00                | 2,000.00                               | 0.00 %          |
| <a href="#">103-535000-500550</a> Operating Expenses             | 2,250.00                 | 2,250.00                | 0.00               | 0.00                | 2,250.00                               | 0.00 %          |
| <a href="#">103-535000-500630</a> Cap Outlay Imp Other Than Bldg | 75,000.00                | 75,000.00               | 0.00               | 58,000.00           | 17,000.00                              | 77.33 %         |
| <b>Department: 535000 - Sanitary Sewers Total:</b>               | <b>1,707,217.00</b>      | <b>1,707,217.00</b>     | <b>88,783.13</b>   | <b>809,824.25</b>   | <b>897,392.75</b>                      | <b>47.44%</b>   |
| <b>Fund: 103 - Sewer Fund Surplus (Deficit):</b>                 | <b>0.00</b>              | <b>0.00</b>             | <b>-88,783.13</b>  | <b>-189,209.46</b>  | <b>-189,209.46</b>                     | <b>0.00%</b>    |

## Budget Report

For Fiscal: 2023-2024 Period Ending: 05/31/2024

|                                                                      |                                | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|----------------------------------------------------------------------|--------------------------------|--------------------------|-------------------------|--------------------|---------------------|----------------------------------------|-----------------|
| <b>Fund: 115 - Fire Fund</b>                                         |                                |                          |                         |                    |                     |                                        |                 |
| <b>Department: 000000 - Assigned</b>                                 |                                |                          |                         |                    |                     |                                        |                 |
| <a href="#">115-000000-380203</a>                                    | Appropriation From Fire Fund   | 198,985.00               | 198,985.00              | 0.00               | 0.00                | -198,985.00                            | 0.00 %          |
| <b>Department: 000000 - Assigned Total:</b>                          |                                | <b>198,985.00</b>        | <b>198,985.00</b>       | <b>0.00</b>        | <b>0.00</b>         | <b>-198,985.00</b>                     | <b>0.00%</b>    |
| <b>Department: 301050 - Fire Assessment</b>                          |                                |                          |                         |                    |                     |                                        |                 |
| <a href="#">115-301050-311200</a>                                    | Property Tax-fire Assessment   | 1,135,015.00             | 1,135,015.00            | 16,415.04          | 1,120,633.86        | -14,381.14                             | 98.73 %         |
| <b>Department: 301050 - Fire Assessment Total:</b>                   |                                | <b>1,135,015.00</b>      | <b>1,135,015.00</b>     | <b>16,415.04</b>   | <b>1,120,633.86</b> | <b>-14,381.14</b>                      | <b>98.73%</b>   |
| <b>Department: 304000 - Charges for Services</b>                     |                                |                          |                         |                    |                     |                                        |                 |
| <a href="#">115-304000-342210</a>                                    | Fire Inspection Fees           | 37,000.00                | 37,000.00               | 6,065.50           | 90,591.23           | 53,591.23                              | 244.84 %        |
| <b>Department: 304000 - Charges for Services Total:</b>              |                                | <b>37,000.00</b>         | <b>37,000.00</b>        | <b>6,065.50</b>    | <b>90,591.23</b>    | <b>53,591.23</b>                       | <b>244.84%</b>  |
| <b>Department: 306000 - Miscellaneous Revenues</b>                   |                                |                          |                         |                    |                     |                                        |                 |
| <a href="#">115-306000-361100</a>                                    | Interest Earnings              | 1,000.00                 | 1,000.00                | 0.00               | 7,837.59            | 6,837.59                               | 783.76 %        |
| <a href="#">115-306000-369100</a>                                    | Miscellaneous Revenues         | 0.00                     | 0.00                    | 0.00               | 50.00               | 50.00                                  | 0.00 %          |
| <b>Department: 306000 - Miscellaneous Revenues Total:</b>            |                                | <b>1,000.00</b>          | <b>1,000.00</b>         | <b>0.00</b>        | <b>7,887.59</b>     | <b>6,887.59</b>                        | <b>788.76%</b>  |
| <b>Department: 522000 - Fire Department</b>                          |                                |                          |                         |                    |                     |                                        |                 |
| <a href="#">115-522000-500315</a>                                    | Professional Services          | 74,000.00                | 74,000.00               | 949.80             | 17,388.11           | 56,611.89                              | 23.50 %         |
| <a href="#">115-522000-500345</a>                                    | Contractual Services           | 940,000.00               | 940,000.00              | 82,250.00          | 634,500.04          | 305,499.96                             | 67.50 %         |
| <a href="#">115-522000-500520</a>                                    | Bldg. Maintenance              | 2,000.00                 | 2,000.00                | 0.00               | 1,892.60            | 107.40                                 | 94.63 %         |
| <a href="#">115-522000-500624</a>                                    | Capital Outlay-bldg. Improvem  | 306,000.00               | 306,000.00              | 0.00               | 0.00                | 306,000.00                             | 0.00 %          |
| <a href="#">115-522000-500912</a>                                    | Transfer To General Fund       | 50,000.00                | 50,000.00               | 0.00               | 25,000.00           | 25,000.00                              | 50.00 %         |
| <b>Department: 522000 - Fire Department Total:</b>                   |                                | <b>1,372,000.00</b>      | <b>1,372,000.00</b>     | <b>83,199.80</b>   | <b>678,780.75</b>   | <b>693,219.25</b>                      | <b>49.47%</b>   |
| <b>Fund: 115 - Fire Fund Surplus (Deficit):</b>                      |                                | <b>0.00</b>              | <b>0.00</b>             | <b>-60,719.26</b>  | <b>540,331.93</b>   | <b>540,331.93</b>                      | <b>0.00%</b>    |
| <b>Fund: 300 - Capital Project Fund</b>                              |                                |                          |                         |                    |                     |                                        |                 |
| <b>Department: 000000 - Assigned</b>                                 |                                |                          |                         |                    |                     |                                        |                 |
| <a href="#">300-000000-380200</a>                                    | Appropriated Fund Balance      | 1,371,905.00             | 1,371,905.00            | 0.00               | 0.00                | -1,371,905.00                          | 0.00 %          |
| <a href="#">300-000000-380204</a>                                    | Appropriated From El Mar Reser | 300,000.00               | 300,000.00              | 0.00               | 0.00                | -300,000.00                            | 0.00 %          |
| <a href="#">300-000000-380207</a>                                    | Appropriated From General Fund | 500,000.00               | 500,000.00              | 0.00               | 0.00                | -500,000.00                            | 0.00 %          |
| <b>Department: 000000 - Assigned Total:</b>                          |                                | <b>2,171,905.00</b>      | <b>2,171,905.00</b>     | <b>0.00</b>        | <b>0.00</b>         | <b>-2,171,905.00</b>                   | <b>0.00%</b>    |
| <b>Department: 306000 - Miscellaneous Revenues</b>                   |                                |                          |                         |                    |                     |                                        |                 |
| <a href="#">300-306000-361100</a>                                    | Interest Earnings              | 5,000.00                 | 5,000.00                | 0.00               | 8,104.13            | 3,104.13                               | 162.08 %        |
| <b>Department: 306000 - Miscellaneous Revenues Total:</b>            |                                | <b>5,000.00</b>          | <b>5,000.00</b>         | <b>0.00</b>        | <b>8,104.13</b>     | <b>3,104.13</b>                        | <b>162.08%</b>  |
| <b>Department: 519000 - General</b>                                  |                                |                          |                         |                    |                     |                                        |                 |
| <a href="#">300-519000-500120</a>                                    | Regular Salaries               | 82,530.00                | 82,530.00               | 8,868.04           | 49,802.52           | 32,727.48                              | 60.34 %         |
| <a href="#">300-519000-500210</a>                                    | Employer Fica Taxes            | 6,314.00                 | 6,314.00                | 678.39             | 3,809.86            | 2,504.14                               | 60.34 %         |
| <a href="#">300-519000-500220</a>                                    | Retirement                     | 23,216.00                | 23,216.00               | 2,499.90           | 13,923.88           | 9,292.12                               | 59.98 %         |
| <a href="#">300-519000-500230</a>                                    | Group Insurance                | 16,500.00                | 16,500.00               | 114.14             | 9,605.14            | 6,894.86                               | 58.21 %         |
| <a href="#">300-519000-500640</a>                                    | Capital Outlay - Equipt & Mach | 0.00                     | 0.00                    | 0.00               | 339.00              | -339.00                                | 0.00 %          |
| <b>Department: 519000 - General Total:</b>                           |                                | <b>128,560.00</b>        | <b>128,560.00</b>       | <b>12,160.47</b>   | <b>77,480.40</b>    | <b>51,079.60</b>                       | <b>60.27%</b>   |
| <b>Department: 539100 - 75th Anniversary Art Installation</b>        |                                |                          |                         |                    |                     |                                        |                 |
| <a href="#">300-539100-500630</a>                                    | Cap Outlay Imp other than bldg | 125,000.00               | 125,000.00              | 0.00               | 0.00                | 125,000.00                             | 0.00 %          |
| <b>Department: 539100 - 75th Anniversary Art Installation Total:</b> |                                | <b>125,000.00</b>        | <b>125,000.00</b>       | <b>0.00</b>        | <b>0.00</b>         | <b>125,000.00</b>                      | <b>0.00%</b>    |
| <b>Department: 541102 - Downtown Enhancement</b>                     |                                |                          |                         |                    |                     |                                        |                 |
| <a href="#">300-541102-500630</a>                                    | Cap Outlay Imp other than bldg | 2,000,000.00             | 2,000,000.00            | 1,149.75           | 1,810,319.51        | 189,680.49                             | 90.52 %         |
| <b>Department: 541102 - Downtown Enhancement Total:</b>              |                                | <b>2,000,000.00</b>      | <b>2,000,000.00</b>     | <b>1,149.75</b>    | <b>1,810,319.51</b> | <b>189,680.49</b>                      | <b>90.52%</b>   |
| <b>Department: 541103 - Opticome Emergency Vehicle System</b>        |                                |                          |                         |                    |                     |                                        |                 |
| <a href="#">300-541103-500630</a>                                    | Cap Outlay Imp other than bldg | 75,000.00                | 75,000.00               | 0.00               | 0.00                | 75,000.00                              | 0.00 %          |
| <b>Department: 541103 - Opticome Emergency Vehicle System Total:</b> |                                | <b>75,000.00</b>         | <b>75,000.00</b>        | <b>0.00</b>        | <b>0.00</b>         | <b>75,000.00</b>                       | <b>0.00%</b>    |
| <b>Department: 559025 - Bel Air - Sewall Repair - East</b>           |                                |                          |                         |                    |                     |                                        |                 |
| <a href="#">300-559025-500630</a>                                    | Cap Outlay Imp Other Than Bldg | 366,678.00               | 366,678.00              | 0.00               | 342,310.30          | 24,367.70                              | 93.35 %         |
| <b>Department: 559025 - Bel Air - Sewall Repair - East Total:</b>    |                                | <b>366,678.00</b>        | <b>366,678.00</b>       | <b>0.00</b>        | <b>342,310.30</b>   | <b>24,367.70</b>                       | <b>93.35%</b>   |
| <b>Department: 559026 - Canal Dredging</b>                           |                                |                          |                         |                    |                     |                                        |                 |
| <a href="#">300-559026-500630</a>                                    | Cap Outlay Imp Other Than Bldg | 75,000.00                | 75,000.00               | 0.00               | 1,400.00            | 73,600.00                              | 1.87 %          |
| <b>Department: 559026 - Canal Dredging Total:</b>                    |                                | <b>75,000.00</b>         | <b>75,000.00</b>        | <b>0.00</b>        | <b>1,400.00</b>     | <b>73,600.00</b>                       | <b>1.87%</b>    |

## Budget Report

For Fiscal: 2023-2024 Period Ending: 05/31/2024

|                                                                   | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity   | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|-------------------------------------------------------------------|--------------------------|-------------------------|--------------------|----------------------|----------------------------------------|-----------------|
| <b>Department: 559027 - Storm Water Rate Study</b>                |                          |                         |                    |                      |                                        |                 |
| <a href="#">300-559027-500630</a> Cap Outlay Imp Other Than Bldg  | 65,000.00                | 65,000.00               | 0.00               | 0.00                 | 65,000.00                              | 0.00 %          |
| <b>Department: 559027 - Storm Water Rate Study Total:</b>         | <b>65,000.00</b>         | <b>65,000.00</b>        | <b>0.00</b>        | <b>0.00</b>          | <b>65,000.00</b>                       | <b>0.00%</b>    |
| <b>Department: 572200 - Beach Renourishment</b>                   |                          |                         |                    |                      |                                        |                 |
| <a href="#">300-572200-500630</a> Cap Outlay Imp Other Than Bldg  | 116,667.00               | 116,667.00              | 0.00               | 300.95               | 116,366.05                             | 0.26 %          |
| <b>Department: 572200 - Beach Renourishment Total:</b>            | <b>116,667.00</b>        | <b>116,667.00</b>       | <b>0.00</b>        | <b>300.95</b>        | <b>116,366.05</b>                      | <b>0.26%</b>    |
| <b>Department: 575201 - Pedestrian Amenities</b>                  |                          |                         |                    |                      |                                        |                 |
| <a href="#">300-575201-500630</a> Cap Outlay Imp Other Than Bldg  | 75,000.00                | 75,000.00               | 0.00               | 71,285.92            | 3,714.08                               | 95.05 %         |
| <b>Department: 575201 - Pedestrian Amenities Total:</b>           | <b>75,000.00</b>         | <b>75,000.00</b>        | <b>0.00</b>        | <b>71,285.92</b>     | <b>3,714.08</b>                        | <b>95.05%</b>   |
| <b>Department: 577100 - Friedt Park</b>                           |                          |                         |                    |                      |                                        |                 |
| <a href="#">300-577100-500630</a> Cap Outlay Imp Other Than Bldg  | 700,000.00               | 700,000.00              | 0.00               | 0.00                 | 700,000.00                             | 0.00 %          |
| <b>Department: 577100 - Friedt Park Total:</b>                    | <b>700,000.00</b>        | <b>700,000.00</b>       | <b>0.00</b>        | <b>0.00</b>          | <b>700,000.00</b>                      | <b>0.00%</b>    |
| <b>Department: 579162 - El Mar Drive</b>                          |                          |                         |                    |                      |                                        |                 |
| <a href="#">300-579162-500630</a> Cap Outlay Imp Other Than Bldg  | 300,000.00               | 300,000.00              | 2,768.50           | 100,983.80           | 199,016.20                             | 33.66 %         |
| <b>Department: 579162 - El Mar Drive Total:</b>                   | <b>300,000.00</b>        | <b>300,000.00</b>       | <b>2,768.50</b>    | <b>100,983.80</b>    | <b>199,016.20</b>                      | <b>33.66%</b>   |
| <b>Department: 580300 - Entry Feature&amp;Traffic Calm</b>        |                          |                         |                    |                      |                                        |                 |
| <a href="#">300-580300-500630</a> Cap Outlay Imp Other Than Bldg  | 150,000.00               | 150,000.00              | 6,401.10           | 23,681.52            | 126,318.48                             | 15.79 %         |
| <b>Department: 580300 - Entry Feature&amp;Traffic Calm Total:</b> | <b>150,000.00</b>        | <b>150,000.00</b>       | <b>6,401.10</b>    | <b>23,681.52</b>     | <b>126,318.48</b>                      | <b>15.79%</b>   |
| <b>Department: 581100 - Interfund Transfers</b>                   |                          |                         |                    |                      |                                        |                 |
| <a href="#">300-581100-381105</a> Transfer From General Fund      | 1,000,000.00             | 1,000,000.00            | 0.00               | 750,000.00           | -250,000.00                            | 75.00 %         |
| <a href="#">300-581100-381106</a> Transfer From Parking Fund      | 1,000,000.00             | 1,000,000.00            | 0.00               | 500,000.00           | -500,000.00                            | 50.00 %         |
| <b>Department: 581100 - Interfund Transfers Total:</b>            | <b>2,000,000.00</b>      | <b>2,000,000.00</b>     | <b>0.00</b>        | <b>1,250,000.00</b>  | <b>-750,000.00</b>                     | <b>62.50%</b>   |
| <b>Fund: 300 - Capital Project Fund Surplus (Deficit):</b>        | <b>0.00</b>              | <b>0.00</b>             | <b>-22,479.82</b>  | <b>-1,169,658.27</b> | <b>-1,169,658.27</b>                   | <b>0.00%</b>    |
| <b>Fund: 310 - Parking Fund</b>                                   |                          |                         |                    |                      |                                        |                 |
| <b>Department: 000000 - Assigned</b>                              |                          |                         |                    |                      |                                        |                 |
| <a href="#">310-000000-380200</a> Appropriated Fund Balance       | 0.00                     | 800,000.00              | 0.00               | 0.00                 | -800,000.00                            | 0.00 %          |
| <b>Department: 000000 - Assigned Total:</b>                       | <b>0.00</b>              | <b>800,000.00</b>       | <b>0.00</b>        | <b>0.00</b>          | <b>-800,000.00</b>                     | <b>0.00%</b>    |
| <b>Department: 302000 - Licenses &amp; Permits</b>                |                          |                         |                    |                      |                                        |                 |
| <a href="#">310-302000-313101</a> Pilop Fee                       | 20,796.00                | 20,796.00               | 0.00               | 160,000.00           | 139,204.00                             | 769.38 %        |
| <b>Department: 302000 - Licenses &amp; Permits Total:</b>         | <b>20,796.00</b>         | <b>20,796.00</b>        | <b>0.00</b>        | <b>160,000.00</b>    | <b>139,204.00</b>                      | <b>769.38%</b>  |
| <b>Department: 304000 - Charges for Services</b>                  |                          |                         |                    |                      |                                        |                 |
| <a href="#">310-304000-344500</a> Parking Permits                 | 145,000.00               | 145,000.00              | 9,730.54           | 118,227.53           | -26,772.47                             | 81.54 %         |
| <a href="#">310-304000-344520</a> Parking Agreements              | 94,024.00                | 94,024.00               | 0.00               | 94,024.00            | 0.00                                   | 100.00 %        |
| <a href="#">310-304000-344551</a> South Ocean                     | 194,000.00               | 194,000.00              | 26,793.03          | 208,875.90           | 14,875.90                              | 107.67 %        |
| <a href="#">310-304000-344552</a> Ocean Front Meters              | 320,000.00               | 320,000.00              | 45,410.24          | 311,759.41           | -8,240.59                              | 97.42 %         |
| <a href="#">310-304000-344553</a> Commercial Blvd. Meters         | 80,000.00                | 80,000.00               | 10,676.00          | 84,136.37            | 4,136.37                               | 105.17 %        |
| <a href="#">310-304000-344554</a> Parking Meters - Beach          | 219,000.00               | 219,000.00              | 22,871.42          | 143,589.63           | -75,410.37                             | 65.57 %         |
| <a href="#">310-304000-344555</a> Palm Portal- Fdg                | 95,000.00                | 95,000.00               | 16,561.88          | 89,528.86            | -5,471.14                              | 94.24 %         |
| <a href="#">310-304000-344556</a> El Prado Parking Lot            | 600,000.00               | 600,000.00              | 62,871.50          | 433,724.35           | -166,275.65                            | 72.29 %         |
| <a href="#">310-304000-344558</a> Town Hall Parking Lot           | 33,000.00                | 33,000.00               | 5,438.15           | 22,685.42            | -10,314.58                             | 68.74 %         |
| <a href="#">310-304000-344559</a> El Mar Parking Lot              | 285,000.00               | 285,000.00              | 25,889.63          | 191,222.84           | -93,777.16                             | 67.10 %         |
| <a href="#">310-304000-344560</a> A1A Parking Lot                 | 621,475.00               | 621,475.00              | 66,909.43          | 487,450.53           | -134,024.47                            | 78.43 %         |
| <a href="#">310-304000-344563</a> Bougainvilla/ Poinciana         | 195,000.00               | 195,000.00              | 28,725.75          | 197,424.77           | 2,424.77                               | 101.24 %        |
| <b>Department: 304000 - Charges for Services Total:</b>           | <b>2,881,499.00</b>      | <b>2,881,499.00</b>     | <b>321,877.57</b>  | <b>2,382,649.61</b>  | <b>-498,849.39</b>                     | <b>82.69%</b>   |
| <b>Department: 305000 - Fines &amp; Forfeitures</b>               |                          |                         |                    |                      |                                        |                 |
| <a href="#">310-305000-354100</a> Parking Fines                   | 110,000.00               | 110,000.00              | 30,516.50          | 168,782.76           | 58,782.76                              | 153.44 %        |
| <b>Department: 305000 - Fines &amp; Forfeitures Total:</b>        | <b>110,000.00</b>        | <b>110,000.00</b>       | <b>30,516.50</b>   | <b>168,782.76</b>    | <b>58,782.76</b>                       | <b>153.44%</b>  |
| <b>Department: 306000 - Miscellaneous Revenues</b>                |                          |                         |                    |                      |                                        |                 |
| <a href="#">310-306000-361100</a> Interest Earnings               | 2,000.00                 | 2,000.00                | 0.00               | 30,392.22            | 28,392.22                              | 1,519.61 %      |
| <a href="#">310-306000-362001</a> Bougainvilla Rent               | 147,600.00               | 147,600.00              | 10,833.00          | 95,422.07            | -52,177.93                             | 64.65 %         |
| <b>Department: 306000 - Miscellaneous Revenues Total:</b>         | <b>149,600.00</b>        | <b>149,600.00</b>       | <b>10,833.00</b>   | <b>125,814.29</b>    | <b>-23,785.71</b>                      | <b>84.10%</b>   |
| <b>Department: 545000 - Parking Operations</b>                    |                          |                         |                    |                      |                                        |                 |
| <a href="#">310-545000-500120</a> Regular Salaries                | 218,573.00               | 218,573.00              | 25,168.49          | 154,186.79           | 64,386.21                              | 70.54 %         |
| <a href="#">310-545000-500140</a> Overtime Salaries               | 4,000.00                 | 4,000.00                | 511.01             | 3,216.23             | 783.77                                 | 80.41 %         |

## Budget Report

For Fiscal: 2023-2024 Period Ending: 05/31/2024

|                                                        |                                | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|--------------------------------------------------------|--------------------------------|--------------------------|-------------------------|--------------------|---------------------|----------------------------------------|-----------------|
| <a href="#">310-545000-500210</a>                      | Employer Fica Taxes            | 16,721.00                | 16,721.00               | 1,503.72           | 9,458.17            | 7,262.83                               | 56.56 %         |
| <a href="#">310-545000-500220</a>                      | Retirement                     | 41,677.00                | 41,677.00               | 2,553.92           | 26,661.14           | 15,015.86                              | 63.97 %         |
| <a href="#">310-545000-500230</a>                      | Group Insurance                | 62,000.00                | 62,000.00               | 449.44             | 33,690.15           | 28,309.85                              | 54.34 %         |
| <a href="#">310-545000-500345</a>                      | Contractual Services           | 510,000.00               | 510,000.00              | 44,551.94          | 261,162.56          | 248,837.44                             | 51.21 %         |
| <a href="#">310-545000-500353</a>                      | Parking Alternatives           | 175,000.00               | 175,000.00              | 8,076.15           | 70,306.30           | 104,693.70                             | 40.18 %         |
| <a href="#">310-545000-500410</a>                      | Communications                 | 3,500.00                 | 3,500.00                | 174.04             | 1,299.31            | 2,200.69                               | 37.12 %         |
| <a href="#">310-545000-500430</a>                      | Electric Service               | 9,600.00                 | 9,600.00                | 562.51             | 5,710.53            | 3,889.47                               | 59.48 %         |
| <a href="#">310-545000-500431</a>                      | Water Service                  | 27,500.00                | 27,500.00               | 1,410.25           | 9,568.24            | 17,931.76                              | 34.79 %         |
| <a href="#">310-545000-500445</a>                      | Equip Rent/lease               | 5,500.00                 | 5,500.00                | 0.00               | 0.00                | 5,500.00                               | 0.00 %          |
| <a href="#">310-545000-500461</a>                      | Vehicle Maintenance            | 11,000.00                | 11,000.00               | 0.00               | 920.60              | 10,079.40                              | 8.37 %          |
| <a href="#">310-545000-500462</a>                      | Fuel                           | 25,000.00                | 25,000.00               | 0.00               | 2,799.02            | 22,200.98                              | 11.20 %         |
| <a href="#">310-545000-500463</a>                      | Service Maintenance Contracts  | 45,000.00                | 45,000.00               | 2,160.00           | 28,380.00           | 16,620.00                              | 63.07 %         |
| <a href="#">310-545000-500497</a>                      | Contingency                    | 10,000.00                | 10,000.00               | 0.00               | 0.00                | 10,000.00                              | 0.00 %          |
| <a href="#">310-545000-500506</a>                      | Printing & Binding             | 13,000.00                | 13,000.00               | 0.00               | 243.00              | 12,757.00                              | 1.87 %          |
| <a href="#">310-545000-500508</a>                      | Postage                        | 3,000.00                 | 3,000.00                | 0.00               | 179.37              | 2,820.63                               | 5.98 %          |
| <a href="#">310-545000-500510</a>                      | Office Supplies                | 1,000.00                 | 1,000.00                | 0.00               | 0.00                | 1,000.00                               | 0.00 %          |
| <a href="#">310-545000-500525</a>                      | Uniform Expense                | 5,000.00                 | 5,000.00                | 0.00               | 1,992.89            | 3,007.11                               | 39.86 %         |
| <a href="#">310-545000-500532</a>                      | Signs                          | 13,000.00                | 13,000.00               | 1,270.22           | 8,453.81            | 4,546.19                               | 65.03 %         |
| <a href="#">310-545000-500533</a>                      | Parking Meter Parts-supplies   | 38,000.00                | 38,000.00               | 1,749.40           | 1,749.40            | 36,250.60                              | 4.60 %          |
| <a href="#">310-545000-500545</a>                      | Training                       | 2,000.00                 | 2,000.00                | 0.00               | 0.00                | 2,000.00                               | 0.00 %          |
| <a href="#">310-545000-500550</a>                      | Operating Expenses             | 35,000.00                | 35,000.00               | 7,610.39           | 13,004.89           | 21,995.11                              | 37.16 %         |
| <a href="#">310-545000-500630</a>                      | Cap Outlay Imp Other Than Bldg | 14,000.00                | 14,000.00               | 0.00               | 0.00                | 14,000.00                              | 0.00 %          |
| <a href="#">310-545000-500640</a>                      | Capital Outlay - Equipt & Mach | 50,000.00                | 50,000.00               | 0.00               | 0.00                | 50,000.00                              | 0.00 %          |
| <a href="#">310-545000-500644</a>                      | Capital Outlay-vehicles        | 22,824.00                | 22,824.00               | 1,238.72           | 6,871.69            | 15,952.31                              | 30.11 %         |
| <b>Department: 545000 - Parking Operations Total:</b>  |                                | <b>1,361,895.00</b>      | <b>1,361,895.00</b>     | <b>98,990.20</b>   | <b>639,854.09</b>   | <b>722,040.91</b>                      | <b>46.98%</b>   |
| <b>Department: 545152 - Land Acquisitions</b>          |                                |                          |                         |                    |                     |                                        |                 |
| <a href="#">310-545152-500611</a>                      | Land Acquisition               | 800,000.00               | 1,600,000.00            | 0.00               | 1,600,000.00        | 0.00                                   | 100.00 %        |
| <b>Department: 545152 - Land Acquisitions Total:</b>   |                                | <b>800,000.00</b>        | <b>1,600,000.00</b>     | <b>0.00</b>        | <b>1,600,000.00</b> | <b>0.00</b>                            | <b>100.00%</b>  |
| <b>Department: 581100 - Interfund Transfers</b>        |                                |                          |                         |                    |                     |                                        |                 |
| <a href="#">310-581100-500910</a>                      | Transfer To CIP Fund           | 1,000,000.00             | 1,000,000.00            | 0.00               | 500,000.00          | 500,000.00                             | 50.00 %         |
| <b>Department: 581100 - Interfund Transfers Total:</b> |                                | <b>1,000,000.00</b>      | <b>1,000,000.00</b>     | <b>0.00</b>        | <b>500,000.00</b>   | <b>500,000.00</b>                      | <b>50.00%</b>   |
| <b>Fund: 310 - Parking Fund Surplus (Deficit):</b>     |                                | <b>0.00</b>              | <b>0.00</b>             | <b>264,236.87</b>  | <b>97,392.57</b>    | <b>97,392.57</b>                       | <b>0.00%</b>    |
| <b>Report Surplus (Deficit):</b>                       |                                | <b>0.00</b>              | <b>0.00</b>             | <b>-415,087.02</b> | <b>4,965,733.06</b> | <b>4,965,733.06</b>                    | <b>0.00%</b>    |



## Group Summary

| Departmen...                                          | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|-------------------------------------------------------|--------------------------|-------------------------|--------------------|---------------------|----------------------------------------|-----------------|
| <b>Fund: 001 - General Fund</b>                       |                          |                         |                    |                     |                                        |                 |
| 000000 - Assigned                                     | 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           | 158,265.39         | 12,321,242.49       | -229,307.51                            | 98.17%          |
| 301100 - Utility Taxes                                | 1,170,700.00             | 1,170,700.00            | 95,466.20          | 741,285.21          | -429,414.79                            | 63.32%          |
| 301600 - Franchise Taxes                              | 851,799.00               | 851,799.00              | 71,309.77          | 548,272.15          | -303,526.85                            | 64.37%          |
| 302000 - Licenses & Permits                           | 145,000.00               | 145,000.00              | 28,612.09          | 129,357.24          | -15,642.76                             | 89.21%          |
| 303000 - Intergovernmental Revenues                   | 1,171,584.00             | 1,171,584.00            | 97,596.10          | 693,628.28          | -477,955.72                            | 59.20%          |
| 304000 - Charges for Services                         | 14,850.00                | 14,850.00               | 560.00             | 11,750.00           | -3,100.00                              | 79.12%          |
| 305000 - Fines & Forfeitures                          | 60,000.00                | 60,000.00               | 9,079.64           | 103,968.80          | 43,968.80                              | 173.28%         |
| 306000 - Miscellaneous Revenues                       | 298,135.00               | 298,135.00              | 111,300.86         | 567,837.69          | 269,702.69                             | 190.46%         |
| 511000 - Commission                                   | 320,171.00               | 320,171.00              | 17,116.96          | 164,110.36          | 156,060.64                             | 51.26%          |
| 511100 - Donation-Non Profits                         | 66,500.00                | 66,500.00               | 0.00               | 59,000.00           | 7,500.00                               | 88.72%          |
| 511200 - Visitor Center                               | 148,638.00               | 148,638.00              | 5,992.98           | 43,483.64           | 105,154.36                             | 29.25%          |
| 513000 - Administration                               | 1,237,057.00             | 1,237,057.00            | 105,909.72         | 821,167.73          | 415,889.27                             | 66.38%          |
| 514000 - Town Attorney                                | 458,000.00               | 458,000.00              | 21,414.00          | 135,440.25          | 322,559.75                             | 29.57%          |
| 519000 - General                                      | 1,254,425.00             | 1,254,425.00            | 85,495.47          | 757,468.38          | 496,956.62                             | 60.38%          |
| 519100 - Tourism and Community Outreach               | 562,269.00               | 562,269.00              | 29,900.90          | 192,522.02          | 369,746.98                             | 34.24%          |
| 521000 - Police Department                            | 6,106,142.00             | 6,106,142.00            | 518,971.39         | 3,996,391.62        | 2,109,750.38                           | 65.45%          |
| 523000 - Emergency Medical Services                   | 460,000.00               | 460,000.00              | 40,250.00          | 310,499.98          | 149,500.02                             | 67.50%          |
| 524000 - Development Services                         | 861,398.00               | 861,398.00              | 64,514.69          | 461,733.94          | 399,664.06                             | 53.60%          |
| 541100 - Mun Srvsc - Public Works Div                 | 3,834,144.00             | 3,834,144.00            | 307,159.86         | 2,191,169.45        | 1,642,974.55                           | 57.15%          |
| 572000 - Recreation                                   | 113,400.00               | 113,400.00              | 8,460.12           | 76,073.51           | 37,326.49                              | 67.08%          |
| 581100 - Interfund Transfers                          | -1,350,000.00            | -1,350,000.00           | 0.00               | -675,000.00         | 675,000.00                             | 50.00%          |
| <b>Fund: 001 - General Fund Surplus (Deficit):</b>    | <b>0.00</b>              | <b>0.00</b>             | <b>-632,996.04</b> | <b>5,233,280.98</b> | <b>5,233,280.98</b>                    | <b>0.00%</b>    |
| <b>Fund: 101 - Special Revenue-Police Conf</b>        |                          |                         |                    |                     |                                        |                 |
| 521100 - Police Dept. Confiscated                     | 0.00                     | 0.00                    | 0.00               | 15,461.12           | -15,461.12                             | 0.00%           |
| <b>Fund: 101 - Special Revenue-Police Conf Total:</b> | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>15,461.12</b>    | <b>-15,461.12</b>                      | <b>0.00%</b>    |
| <b>Fund: 102 - Building Fund</b>                      |                          |                         |                    |                     |                                        |                 |
| 000000 - Assigned                                     | 115,000.00               | 115,000.00              | 0.00               | 0.00                | -115,000.00                            | 0.00%           |
| 302100 - Building Permit and Inspection               | 1,138,593.00             | 1,138,593.00            | 154,007.69         | 1,096,551.34        | -42,041.66                             | 96.31%          |
| 524100 - Building                                     | 1,253,593.00             | 1,253,593.00            | 28,353.33          | 627,494.91          | 626,098.09                             | 50.06%          |
| <b>Fund: 102 - Building Fund Surplus (Deficit):</b>   | <b>0.00</b>              | <b>0.00</b>             | <b>125,654.36</b>  | <b>469,056.43</b>   | <b>469,056.43</b>                      | <b>0.00%</b>    |
| <b>Fund: 103 - Sewer Fund</b>                         |                          |                         |                    |                     |                                        |                 |
| 000000 - Assigned                                     | 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               | 610,587.14          | -994,629.86                            | 38.04%          |
| 306000 - Miscellaneous Revenues                       | 2,000.00                 | 2,000.00                | 0.00               | 10,027.65           | 8,027.65                               | 501.38%         |
| 535000 - Sanitary Sewers                              | 1,707,217.00             | 1,707,217.00            | 88,783.13          | 809,824.25          | 897,392.75                             | 47.44%          |
| <b>Fund: 103 - Sewer Fund Surplus (Deficit):</b>      | <b>0.00</b>              | <b>0.00</b>             | <b>-88,783.13</b>  | <b>-189,209.46</b>  | <b>-189,209.46</b>                     | <b>0.00%</b>    |
| <b>Fund: 115 - Fire Fund</b>                          |                          |                         |                    |                     |                                        |                 |
| 000000 - Assigned                                     | 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            | 16,415.04          | 1,120,633.86        | -14,381.14                             | 98.73%          |
| 304000 - Charges for Services                         | 37,000.00                | 37,000.00               | 6,065.50           | 90,591.23           | 53,591.23                              | 244.84%         |
| 306000 - Miscellaneous Revenues                       | 1,000.00                 | 1,000.00                | 0.00               | 7,887.59            | 6,887.59                               | 788.76%         |
| 522000 - Fire Department                              | 1,372,000.00             | 1,372,000.00            | 83,199.80          | 678,780.75          | 693,219.25                             | 49.47%          |
| <b>Fund: 115 - Fire Fund Surplus (Deficit):</b>       | <b>0.00</b>              | <b>0.00</b>             | <b>-60,719.26</b>  | <b>540,331.93</b>   | <b>540,331.93</b>                      | <b>0.00%</b>    |
| <b>Fund: 300 - Capital Project Fund</b>               |                          |                         |                    |                     |                                        |                 |
| 000000 - Assigned                                     | 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               | 8,104.13            | 3,104.13                               | 162.08%         |
| 519000 - General                                      | 128,560.00               | 128,560.00              | 12,160.47          | 77,480.40           | 51,079.60                              | 60.27%          |
| 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            | 1,149.75           | 1,810,319.51        | 189,680.49                             | 90.52%          |
| 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               | 342,310.30          | 24,367.70                              | 93.35%          |
| 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%           |

# Budget Report

For Fiscal: 2023-2024 Period Ending: 05/31/2024

| Departmen...                                               | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity   | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|------------------------------------------------------------|--------------------------|-------------------------|--------------------|----------------------|----------------------------------------|-----------------|
| 572200 - Beach Renourishment                               | 116,667.00               | 116,667.00              | 0.00               | 300.95               | 116,366.05                             | 0.26%           |
| 575201 - Pedestrian Amenities                              | 75,000.00                | 75,000.00               | 0.00               | 71,285.92            | 3,714.08                               | 95.05%          |
| 577100 - Friedt Park                                       | 700,000.00               | 700,000.00              | 0.00               | 0.00                 | 700,000.00                             | 0.00%           |
| 579162 - El Mar Drive                                      | 300,000.00               | 300,000.00              | 2,768.50           | 100,983.80           | 199,016.20                             | 33.66%          |
| 580300 - Entry Feature&Traffic Calm                        | 150,000.00               | 150,000.00              | 6,401.10           | 23,681.52            | 126,318.48                             | 15.79%          |
| 581100 - Interfund Transfers                               | 2,000,000.00             | 2,000,000.00            | 0.00               | 1,250,000.00         | -750,000.00                            | 62.50%          |
| <b>Fund: 300 - Capital Project Fund Surplus (Deficit):</b> | <b>0.00</b>              | <b>0.00</b>             | <b>-22,479.82</b>  | <b>-1,169,658.27</b> | <b>-1,169,658.27</b>                   | <b>0.00%</b>    |
| <b>Fund: 310 - Parking Fund</b>                            |                          |                         |                    |                      |                                        |                 |
| 000000 - Assigned                                          | 0.00                     | 800,000.00              | 0.00               | 0.00                 | -800,000.00                            | 0.00%           |
| 302000 - Licenses & Permits                                | 20,796.00                | 20,796.00               | 0.00               | 160,000.00           | 139,204.00                             | 769.38%         |
| 304000 - Charges for Services                              | 2,881,499.00             | 2,881,499.00            | 321,877.57         | 2,382,649.61         | -498,849.39                            | 82.69%          |
| 305000 - Fines & Forfeitures                               | 110,000.00               | 110,000.00              | 30,516.50          | 168,782.76           | 58,782.76                              | 153.44%         |
| 306000 - Miscellaneous Revenues                            | 149,600.00               | 149,600.00              | 10,833.00          | 125,814.29           | -23,785.71                             | 84.10%          |
| 545000 - Parking Operations                                | 1,361,895.00             | 1,361,895.00            | 98,990.20          | 639,854.09           | 722,040.91                             | 46.98%          |
| 545152 - Land Acquisitions                                 | 800,000.00               | 1,600,000.00            | 0.00               | 1,600,000.00         | 0.00                                   | 100.00%         |
| 581100 - Interfund Transfers                               | 1,000,000.00             | 1,000,000.00            | 0.00               | 500,000.00           | 500,000.00                             | 50.00%          |
| <b>Fund: 310 - Parking Fund Surplus (Deficit):</b>         | <b>0.00</b>              | <b>0.00</b>             | <b>264,236.87</b>  | <b>97,392.57</b>     | <b>97,392.57</b>                       | <b>0.00%</b>    |
| <b>Report Surplus (Deficit):</b>                           | <b>0.00</b>              | <b>0.00</b>             | <b>-415,087.02</b> | <b>4,965,733.06</b>  | <b>4,965,733.06</b>                    | <b>0.00%</b>    |



Fund Summary

| Fund                              | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) |
|-----------------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------------------|
| 001 - General Fund                | 0.00                     | 0.00                    | -632,996.04        | 5,233,280.98       | 5,233,280.98                           |
| 101 - Special Revenue-Police Conf | 0.00                     | 0.00                    | 0.00               | -15,461.12         | -15,461.12                             |
| 102 - Building Fund               | 0.00                     | 0.00                    | 125,654.36         | 469,056.43         | 469,056.43                             |
| 103 - Sewer Fund                  | 0.00                     | 0.00                    | -88,783.13         | -189,209.46        | -189,209.46                            |
| 115 - Fire Fund                   | 0.00                     | 0.00                    | -60,719.26         | 540,331.93         | 540,331.93                             |
| 300 - Capital Project Fund        | 0.00                     | 0.00                    | -22,479.82         | -1,169,658.27      | -1,169,658.27                          |
| 310 - Parking Fund                | 0.00                     | 0.00                    | 264,236.87         | 97,392.57          | 97,392.57                              |
| Report Surplus (Deficit):         | 0.00                     | 0.00                    | -415,087.02        | 4,965,733.06       | 4,965,733.06                           |

Town of Lauderdale-by-the-Sea  
Cash and Investment Report  
as of May 31,2024

| Bank /<br>Other                  | GL<br>No. | Bank<br>No. | Account<br>Name             | Account<br>Type                    | Bank/<br>Pool | Balance<br>5/31/2024 | Interest/<br>Avg % Yield | Interest/Chg<br>Mkt Value | Interest/<br>Year to Date |
|----------------------------------|-----------|-------------|-----------------------------|------------------------------------|---------------|----------------------|--------------------------|---------------------------|---------------------------|
| 001 General Fund:                |           |             |                             |                                    |               |                      |                          |                           |                           |
| Truist                           | 101.000   | 8015        | Master Account              | Analyzed Interest Checking         | Truist        | 10,820,531.44        | 3.50%                    | 33,002.15                 | 243,214.53                |
| Truist                           | 101.009   | 6876        | Emergency Reserve           | Public Special Money Rate Checking | Truist        | 2,520,073.52         | 3.92%                    | 8,352.97                  | 20,161.52                 |
| GENERAL FUND                     |           |             |                             | BANK SUBTOTAL                      |               | 13,340,604.96        |                          | 41,355.12                 | 263,376.05                |
| SBA                              | 101.300   | 1471-A      | General Fund Invest Acct A  | SBA Invest Pool                    | SBA           | 191,079.18           | 5.48%                    | 885.64                    | 6,956.66                  |
| SBA                              | 101.400   | 1472-A      | Emergency Reserves Acct A   | SBA Invest Pool                    | SBA           | 92,704.54            | 5.48%                    | 429.68                    | 3,375.19                  |
| GENERAL FUND                     |           |             |                             | SBA SUBTOTAL                       |               | 283,783.72           |                          | 1,315.32                  | 10,331.85                 |
| GENERAL FUND                     |           |             |                             | GRAND TOTAL                        |               | 13,624,388.68        |                          | 42,670.44                 | 273,707.90                |
| 101 Police Forfeiture & Training |           |             |                             |                                    |               |                      |                          |                           |                           |
| Truist                           | 101.100   | 9613        | Police Forfeiture Fund      | Analyzed Interest Checking         | Truist        | 198.48               | 3.50%                    | Included Above            | Included Above            |
| POLICE FUND                      |           |             |                             | TOTAL                              |               | 198.48               |                          | 0.00                      | 0.00                      |
| 103 Sewer Enterprise Fund        |           |             |                             |                                    |               |                      |                          |                           |                           |
| Truist                           | 101.105   | 9999        | Sewer Enterprise Fund       | Analyzed Interest Checking         | Truist        | 1,603,569.15         | 3.50%                    | 4,434.69                  | 29,058.29                 |
| SEWER FUND                       |           |             |                             | TOTAL                              |               | 1,603,569.15         |                          | 4,434.69                  | 29,058.29                 |
| 115 Fire Fund:                   |           |             |                             |                                    |               |                      |                          |                           |                           |
| Truist                           | 101.109   | 5379        | Fire Fund Account           | Analyzed Interest Checking         | Truist        | 1,333,150.30         | 3.50%                    | 3,947.66                  | 18,890.63                 |
| FIRE FUND                        |           |             |                             | GRAND TOTAL                        |               | 1,333,150.30         |                          | 3,947.66                  | 18,890.63                 |
| 300 Capital Improvement Fund:    |           |             |                             |                                    |               |                      |                          |                           |                           |
| Truist                           | 101.115   | 0010        | Capital Improvement Fund    | Analyzed Interest Checking         | Truist        | 564,656.96           | 3.50%                    | 1,548.71                  | 19,446.03                 |
| CAPITAL IMPROVEMENT FUND         |           |             |                             | TOTAL                              |               | 564,656.96           |                          | 1,548.71                  | 19,446.03                 |
| 310 Parking Improvement Fund     |           |             |                             |                                    |               |                      |                          |                           |                           |
| Truist                           | 101.125   | 0120        | Parking Improvement Account | Analyzed Interest Checking         | Truist        | 5,292,597.14         | 3.50%                    | 14,936.97                 | 104,774.27                |
| Truist                           | 101.128   | 8554        | PILOP Account               | Analyzed Interest Checking         | Truist        | 200.00               | 3.50%                    | Included Above            | Included Above            |
| PARKING FUND                     |           |             |                             | TOTAL                              |               | 5,292,797.14         |                          | 14,936.97                 | 104,774.27                |
| 102 Building Fund                |           |             |                             |                                    |               |                      |                          |                           |                           |
| Truist                           | 101.104   | 8686        | Building Account            | Analyzed Interest Checking         | Truist        | 1,466,342.71         | 3.50%                    | 3,898.41                  | 24,521.38                 |
| BUILDING FUND                    |           |             |                             | TOTAL                              |               | 1,466,342.71         |                          | 3,898.41                  | 24,521.38                 |
| ALL FUNDS                        |           |             |                             | GRAND TOTAL                        |               | 23,885,103.42        |                          | 71,436.88                 | 470,398.50                |

Town of Lauderdale-by-the-Sea  
Cash and Investment Report  
as of May 31,2024

| Summary by Investment Type    | Amount               | Percent     |
|-------------------------------|----------------------|-------------|
| Interest Bearing Checking     | 23,601,319.70        | 99%         |
| Non-interest Bearing Checking | 0.00                 | 0%          |
| SBA Trust Fund/Pools          | 283,783.72           | 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%          |
| <b>GRAND TOTAL</b>            | <b>23,885,103.42</b> | <b>100%</b> |

| Summary by Fund          | Amount               | Percent     |
|--------------------------|----------------------|-------------|
| 101.000/101-400          |                      |             |
| General Fund             | 13,624,388.68        | 57%         |
| Police Fund              | 198.48               | 0%          |
| Sewer Fund               | 1,603,569.15         | 7%          |
| Fire Fund                | 1,333,150.30         | 6%          |
| Building Fund            | 1,466,342.71         | 6%          |
| Capital Improvement Fund | 564,656.96           | 2%          |
| Parking Fund             | 5,292,797.14         | 22%         |
| <b>GRAND TOTAL</b>       | <b>23,885,103.42</b> | <b>100%</b> |

| Summary by Bank/Pool                | Amount               | Percent     |
|-------------------------------------|----------------------|-------------|
| Truist                              | 23,601,319.70        | 99%         |
| Florida Prime/State Board of Admin. | 283,783.72           | 1%          |
| <b>GRAND TOTAL</b>                  | <b>23,885,103.42</b> | <b>100%</b> |



**Agenda Item No: 8.b.**

## **Town Commission Agenda Item Report**

**Meeting Date:** September 12, 2024

**Submitted By:** Lucila Lang, Finance Director

**Submitting Department:** Finance

**Item Type:** Town Manager Report

**Agenda Section:** TOWN MANAGER REPORT

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**Subject Title:** June 2024 Finance Report

**Explanation:** Presented is the June 2024 financial report which consists of the attached Revenue/Expenditure Report (Exhibit 2) and the Cash & Investment Report (Exhibit 3). At the end of June, the Town was 75% through the fiscal year.

**Recommendation:** N/A

### **Exhibits:**

1. June 2024 Finance Report
2. June 2024 Revenue\_Expenditure Report
3. June 2024 Cash Investment Report

The following is a summary of the operating results through 5/30/24; keep in mind that the percentages stated below exclude appropriations:

| 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                           | \$ 15,707,943.94 | 95.71%      | \$ 11,149,325.26 | 67.93%      | \$ 4,558,618.68   |
| Building Fund | \$ 1,253,593.00  | \$ 115,000.00           | \$ 1,138,593.00                            | \$ 1,207,390.19  | 106.04%     | \$ 829,939.71    | 72.89%      | \$ 377,450.48     |
| Sewer Fund    | \$ 1,707,217.00  | \$ 100,000.00           | \$ 1,607,217.00                            | \$ 843,271.99    | 52.47%      | \$ 1,106,850.52  | 68.87%      | \$ (263,578.53)   |
| Fire Fund     | \$ 1,372,000.00  | \$ 198,985.00           | \$ 1,173,015.00                            | \$ 1,229,095.14  | 104.78%     | \$ 761,661.35    | 64.93%      | \$ 467,433.79     |
| Capital Fund  | \$ 4,176,905.00  | \$ 2,171,905.00         | \$ 2,005,000.00                            | \$ 1,388,694.42  | 69.26%      | \$ 2,530,518.68  | 60.58%      | \$ (1,141,824.26) |
| Parking Fund  | \$ 3,961,895.00  | \$ 800,000.00           | \$ 3,161,895.00                            | \$ 3,096,736.23  | 97.94%      | \$ 2,799,670.06  | 70.66%      | \$ 297,066.17     |
| Grand Total   | \$ 29,393,754.00 | \$ 3,895,416.00         | \$ 25,498,338.00                           | \$ 23,473,131.91 |             | \$ 19,177,965.58 |             | \$ 4,295,166.33   |

Notable items this month are as follows:

**General Fund:**

- Through the month of June, the Town has received a total of \$12,450,280.97 or 99.20% of Ad Valorem Property Taxes of budgeted amount. (See table below).
- Overall General Fund revenues and expenditures are within budget.

| Collection Rates | 2020    | 2021    | 2022    | 2023    | 2024   |
|------------------|---------|---------|---------|---------|--------|
| November         | 16.31%  | 24.52%  | 22.87%  | 22.43%  | 23.56% |
| December         | 83.28%  | 83.41%  | 85.70%  | 84.17%  | 83.76% |
| January          | 86.44%  | 87.04%  | 89.34%  | 87.32%  | 86.22% |
| February         | 90.52%  | 90.85%  | 92.91%  | 91.31%  | 90.48% |
| March            | 92.65%  | 92.83%  | 94.68%  | 93.10%  | 92.82% |
| April            | 95.88%  | 97.64%  | 98.37%  | 96.88%  | 96.91% |
| May              | 97.64%  | 98.85%  | 99.10%  | 97.86%  | 98.17% |
| June             | 98.75%  | 100.17% | 99.54%  | 98.89%  | 99.20% |
| July             | 101.03% | 101.51% | 101.25% | 101.23% |        |

**Building Fund:**

- Building Permit Fees are at 111.46% of the budgeted amount.
- Fund expenditures correlate with the revenues and through this period CAP has billed the Town only for five months for their services bringing Building Permit Services to 74.83%.

**Sewer Fund:**

- Sewer Fund revenues are a bit below expectations as payment for the month of May has not been received. Expenses are within budget.

#### Fire Fund:

- Through the month of June, the Town has received a total of \$1,129,891.32 or 99.55% of Property Tax-Fire Assessment of budgeted amount.

#### Capital Project Fund:

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

| JUNE, 2024 REPORT INFORMATION     |                        |                         |                          |                     |                                                                                          |
|-----------------------------------|------------------------|-------------------------|--------------------------|---------------------|------------------------------------------------------------------------------------------|
| <u>CIP Projects</u>               | <u>Budget</u>          | <u>YTD Expenditures</u> | <u>June Expenditures</u> | <u>% Completion</u> | <u>Comments</u>                                                                          |
| 75th Anniversary Art Installation | \$ 125,000.00          | \$ -                    | \$ -                     | 0.00%               | No activity for the month of June.                                                       |
| Downtown Enhancement              | \$ 2,000,000.00        | \$ 1,852,681.08         | \$ 42,361.57             | 92.63%              | Payment made to State Contracting & Engineering Corp. & Flynn Engineering Services, P.A. |
| Opticome Emergency Vehicle System | \$ 75,000.00           | \$ -                    | \$ -                     | 0.00%               | No activity for the month of June.                                                       |
| Bel-Air-Seawall Repair            | \$ 366,678.00          | \$ 342,310.00           | \$ -                     | 93.35%              | No activity for the month of June.                                                       |
| Canal Dredging                    | \$ 75,000.00           | \$ 50,426.51            | \$ 49,026.51             | 67.24%              | Payment made to Evolvtec.                                                                |
| Storm Water Rate Study            | \$ 65,000.00           | \$ -                    | \$ -                     | 0.00%               | No activity for the month of June.                                                       |
| Beach Renourishment               | \$ 116,667.00          | \$ 300.95               | \$ -                     | 0.26%               | No activity for the month of June.                                                       |
| Pedestrian Amenities              | \$ 75,000.00           | \$ 71,285.92            | \$ -                     | 95.05%              | No activity for the month of June.                                                       |
| Friedt Park                       | \$ 700,000.00          | \$ -                    | \$ -                     | 0.00%               | No activity for the month of June.                                                       |
| El Mar Drive                      | \$ 300,000.00          | \$ 100,983.80           | \$ -                     | 33.66%              | No activity for the month of June.                                                       |
| Entry Feature & Traffic Calm      | \$ 150,000.00          | \$ 25,940.07            | \$ 2,258.55              | 17.29%              | Payment made to Baxter & Woodman, Inc.                                                   |
| <b>Totals:</b>                    | <b>\$ 4,048,345.00</b> | <b>\$ 2,443,928.33</b>  | <b>\$ 93,646.63</b>      |                     |                                                                                          |

#### Parking Fund:

- Parking revenues are at 91.39% of budgeted amount. As shown in the chart below, revenues for the month of June were down 8.90% when compared to June 2023.
- Expenditures are within expectations.

The chart below shows a breakdown of revenue by lots:

|                                      | <u>February, 2024</u> |               | <u>March, 2024</u>    |                | <u>April, 2024</u>   |              | <u>May, 2024</u>      |                | <u>June, 2024</u>     |               |
|--------------------------------------|-----------------------|---------------|-----------------------|----------------|----------------------|--------------|-----------------------|----------------|-----------------------|---------------|
| South Ocean                          | \$ 29,515.92          | \$ (1,168.02) | \$ 36,244.63          | \$ (5,723.54)  | \$ 35,874.55         | \$ 6,214.35  | \$ 26,793.03          | \$ 14,896.88   | \$ 18,443.42          | \$ 301.12     |
| Ocean Front Meters                   | \$ 36,221.89          | \$ (261.75)   | \$ 39,911.88          | \$ (9,820.01)  | \$ 52,676.26         | \$ 13,758.06 | \$ 45,410.24          | \$ (25,707.98) | \$ 41,186.17          | \$ (2,725.95) |
| Commercial Blvd. Meters              | \$ 11,750.60          | \$ 3,651.07   | \$ 11,422.52          | \$ (3,541.43)  | \$ 13,467.58         | \$ 4,118.75  | \$ 10,676.00          | \$ (1,435.88)  | \$ 7,692.70           | \$ (1,300.40) |
| Parking Meters-Beach                 | \$ 17,274.52          | \$ (1,972.21) | \$ 21,526.11          | \$ (5,205.72)  | \$ 26,081.83         | \$ 5,909.32  | \$ 22,871.42          | \$ (2,449.25)  | \$ 16,200.56          | \$ (2,939.38) |
| Palm Portal-FDG                      | \$ 11,810.90          | \$ (354.17)   | \$ 16,196.61          | \$ (1,932.85)  | \$ 11,934.43         | \$ (586.12)  | \$ 16,561.88          | \$ 324.49      | \$ 11,816.00          | \$ 66.20      |
| El Prado Parking Lot                 | \$ 56,937.37          | \$ (7,174.40) | \$ 67,568.22          | \$ (18,077.53) | \$ 84,689.20         | \$ 24,148.09 | \$ 62,871.50          | \$ (7,627.54)  | \$ 36,881.40          | \$ (8,364.81) |
| Town Hall Parking Lot                | \$ 2,371.15           | \$ (1,408.18) | \$ 4,075.22           | \$ (1,579.21)  | \$ 5,762.54          | \$ 2,204.98  | \$ 5,438.15           | \$ 647.71      | \$ 1,424.72           | \$ (79.97)    |
| El Mar Parking Lot                   | \$ 22,859.96          | \$ 645.75     | \$ 25,583.45          | \$ (4,453.89)  | \$ 30,464.69         | \$ 7,474.11  | \$ 25,889.63          | \$ (5,370.42)  | \$ 21,619.84          | \$ (1,018.80) |
| A1A Parking Lot                      | \$ 70,092.25          | \$ 4,359.51   | \$ 75,402.15          | \$ (16,153.90) | \$ 81,744.73         | \$ 13,334.02 | \$ 66,909.43          | \$ (5,654.80)  | \$ 42,469.63          | \$ (4,297.09) |
| Bougainvillea/Poinciana              | \$ 26,600.83          | \$ 1,527.40   | \$ 31,272.30          | \$ (3,446.39)  | \$ 36,781.20         | \$ 9,996.02  | \$ 28,725.75          | \$ 984.28      | \$ 17,525.43          | \$ (669.10)   |
| <b>Monthly Total:</b>                | <b>\$ 285,435.39</b>  |               | <b>\$ 329,203.09</b>  |                | <b>\$ 379,477.01</b> |              | <b>\$ 312,147.03</b>  |                | <b>\$ 215,259.87</b>  |               |
| <b>Difference from last year \$:</b> | <b>\$ (2,155.00)</b>  |               | <b>\$ (69,934.47)</b> |                | <b>\$ 86,571.58</b>  |              | <b>\$ (31,392.51)</b> |                | <b>\$ (21,028.18)</b> |               |
| <b>Difference from last year %:</b>  | <b>-0.75%</b>         |               | <b>-17.52%</b>        |                | <b>29.56%</b>        |              | <b>-9.14%</b>         |                | <b>-8.90%</b>         |               |

The top producing lots for the month of June were:

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

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

| <b>Parking<br/>Fines</b> | <b>January<br/>2024</b> | <b>February<br/>2024</b> | <b>March<br/>2024</b> | <b>April<br/>2024</b> | <b>May<br/>2024</b> | <b>June<br/>2024</b> |
|--------------------------|-------------------------|--------------------------|-----------------------|-----------------------|---------------------|----------------------|
|                          | \$ 13,613.53            | \$ 38,895.00             | \$ 21,610.69          | \$ 33,075.04          | \$ 30,516.50        | \$ 30,920.89         |

Collection for June, includes \$19,969.15 collected by RTR Financial Services.





Lauderdale-By-The-Sea, FL

# Budget Report Account Summary

For Fiscal: 2023-2024 Period Ending: 06/30/2024

|                                                                  | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity   | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|------------------------------------------------------------------|--------------------------|-------------------------|--------------------|----------------------|----------------------------------------|-----------------|
| <b>Fund: 001 - General Fund</b>                                  |                          |                         |                    |                      |                                        |                 |
| <b>Department: 000000 - Assigned</b>                             |                          |                         |                    |                      |                                        |                 |
| <a href="#">001-000000-380200</a> Appropriated Fund Balance      | 509,526.00               | 509,526.00              | 0.00               | 0.00                 | -509,526.00                            | 0.00 %          |
| <b>Department: 000000 - Assigned Total:</b>                      | <b>509,526.00</b>        | <b>509,526.00</b>       | <b>0.00</b>        | <b>0.00</b>          | <b>-509,526.00</b>                     | <b>0.00%</b>    |
| <b>Department: 301000 - Ad Valorem Property Taxes</b>            |                          |                         |                    |                      |                                        |                 |
| <a href="#">001-301000-311100</a> Ad Valorem Property Taxes      | 12,550,550.00            | 12,550,550.00           | 129,038.48         | 12,450,280.97        | -100,269.03                            | 99.20 %         |
| <b>Department: 301000 - Ad Valorem Property Taxes Total:</b>     | <b>12,550,550.00</b>     | <b>12,550,550.00</b>    | <b>129,038.48</b>  | <b>12,450,280.97</b> | <b>-100,269.03</b>                     | <b>99.20%</b>   |
| <b>Department: 301100 - Utility Taxes</b>                        |                          |                         |                    |                      |                                        |                 |
| <a href="#">001-301100-311101</a> Fpl Utility Tax                | 966,700.00               | 966,700.00              | 81,522.29          | 703,506.50           | -263,193.50                            | 72.77 %         |
| <a href="#">001-301100-311440</a> Gas Utility Tax                | 22,000.00                | 22,000.00               | 2,068.84           | 16,167.10            | -5,832.90                              | 73.49 %         |
| <a href="#">001-301100-314300</a> Water Utility Tax              | 182,000.00               | 182,000.00              | 31,124.82          | 136,327.56           | -45,672.44                             | 74.91 %         |
| <b>Department: 301100 - Utility Taxes Total:</b>                 | <b>1,170,700.00</b>      | <b>1,170,700.00</b>     | <b>114,715.95</b>  | <b>856,001.16</b>    | <b>-314,698.84</b>                     | <b>73.12%</b>   |
| <b>Department: 301600 - Francise Taxes</b>                       |                          |                         |                    |                      |                                        |                 |
| <a href="#">001-301600-313100</a> Fl Power & Light Franchise     | 663,000.00               | 663,000.00              | 61,239.72          | 506,579.83           | -156,420.17                            | 76.41 %         |
| <a href="#">001-301600-313300</a> Waste Franchise Collection     | 156,999.00               | 156,999.00              | 12,402.25          | 101,250.13           | -55,748.87                             | 64.49 %         |
| <a href="#">001-301600-313301</a> Waste Franchise Adm-fee        | 9,000.00                 | 9,000.00                | 0.00               | 0.00                 | -9,000.00                              | 0.00 %          |
| <a href="#">001-301600-313400</a> Gas Franchise                  | 22,000.00                | 22,000.00               | 2,167.50           | 16,251.66            | -5,748.34                              | 73.87 %         |
| <a href="#">001-301600-313600</a> Towing Franchise Fees          | 800.00                   | 800.00                  | 0.00               | 0.00                 | -800.00                                | 0.00 %          |
| <b>Department: 301600 - Francise Taxes Total:</b>                | <b>851,799.00</b>        | <b>851,799.00</b>       | <b>75,809.47</b>   | <b>624,081.62</b>    | <b>-227,717.38</b>                     | <b>73.27%</b>   |
| <b>Department: 302000 - Licenses &amp; Permits</b>               |                          |                         |                    |                      |                                        |                 |
| <a href="#">001-302000-321100</a> Business License Taxes         | 100,000.00               | 100,000.00              | 2,917.54           | 90,786.62            | -9,213.38                              | 90.79 %         |
| <a href="#">001-302000-321110</a> Sidewalk Cafe Row              | 40,000.00                | 40,000.00               | 8,925.26           | 49,160.26            | 9,160.26                               | 122.90 %        |
| <a href="#">001-302000-322150</a> Miscellaneous Permits          | 500.00                   | 500.00                  | 0.00               | 773.16               | 273.16                                 | 154.63 %        |
| <a href="#">001-302000-322250</a> Zoning Permit & Fees           | 2,500.00                 | 2,500.00                | 150.00             | 320.00               | -2,180.00                              | 12.80 %         |
| <a href="#">001-302000-322400</a> Sign Permits                   | 2,000.00                 | 2,000.00                | 290.00             | 600.00               | -1,400.00                              | 30.00 %         |
| <b>Department: 302000 - Licenses &amp; Permits Total:</b>        | <b>145,000.00</b>        | <b>145,000.00</b>       | <b>12,282.80</b>   | <b>141,640.04</b>    | <b>-3,359.96</b>                       | <b>97.68%</b>   |
| <b>Department: 303000 - Intergovernmental Revenues</b>           |                          |                         |                    |                      |                                        |                 |
| <a href="#">001-303000-311120</a> Municipal Revenue Sharing      | 180,000.00               | 180,000.00              | 17,703.58          | 159,332.26           | -20,667.74                             | 88.52 %         |
| <a href="#">001-303000-311150</a> Alcoholic Beverage License     | 16,700.00                | 16,700.00               | 0.00               | 8,867.60             | -7,832.40                              | 53.10 %         |
| <a href="#">001-303000-311180</a> Sales Tax                      | 500,000.00               | 500,000.00              | 42,939.32          | 341,529.12           | -158,470.88                            | 68.31 %         |
| <a href="#">001-303000-312410</a> Local Op Gas Tax 1 - 6 Cent    | 67,500.00                | 67,500.00               | 5,203.71           | 45,585.01            | -21,914.99                             | 67.53 %         |
| <a href="#">001-303000-312420</a> Local Op Gas Tax 2 - 5 Cent    | 48,000.00                | 48,000.00               | 3,687.17           | 32,017.96            | -15,982.04                             | 66.70 %         |
| <a href="#">001-303000-315100</a> Communication Service Tax      | 325,000.00               | 325,000.00              | 21,660.08          | 197,490.19           | -127,509.81                            | 60.77 %         |
| <a href="#">001-303000-334915</a> Fdot-reimbursable Grant        | 34,384.00                | 34,384.00               | 0.00               | 0.00                 | -34,384.00                             | 0.00 %          |
| <b>Department: 303000 - Intergovernmental Revenues Total:</b>    | <b>1,171,584.00</b>      | <b>1,171,584.00</b>     | <b>91,193.86</b>   | <b>784,822.14</b>    | <b>-386,761.86</b>                     | <b>66.99%</b>   |
| <b>Department: 304000 - Charges for Services</b>                 |                          |                         |                    |                      |                                        |                 |
| <a href="#">001-304000-343902</a> Site Plan Application Fees     | 2,000.00                 | 2,000.00                | 0.00               | 0.00                 | -2,000.00                              | 0.00 %          |
| <a href="#">001-304000-347500</a> Tennis - Shuffle Key           | 12,850.00                | 12,850.00               | 560.00             | 12,310.00            | -540.00                                | 95.80 %         |
| <b>Department: 304000 - Charges for Services Total:</b>          | <b>14,850.00</b>         | <b>14,850.00</b>        | <b>560.00</b>      | <b>12,310.00</b>     | <b>-2,540.00</b>                       | <b>82.90%</b>   |
| <b>Department: 305000 - Fines &amp; Forfeitures</b>              |                          |                         |                    |                      |                                        |                 |
| <a href="#">001-305000-354150</a> Fines,trafficviolation,citatio | 32,000.00                | 32,000.00               | 3,057.18           | 30,265.98            | -1,734.02                              | 94.58 %         |
| <a href="#">001-305000-354160</a> Code Enforcement Fines         | 25,000.00                | 25,000.00               | 75.00              | 76,835.00            | 51,835.00                              | 307.34 %        |
| <a href="#">001-305000-359100</a> Other Fines & Alarms           | 3,000.00                 | 3,000.00                | 0.00               | 0.00                 | -3,000.00                              | 0.00 %          |
| <b>Department: 305000 - Fines &amp; Forfeitures Total:</b>       | <b>60,000.00</b>         | <b>60,000.00</b>        | <b>3,132.18</b>    | <b>107,100.98</b>    | <b>47,100.98</b>                       | <b>178.50%</b>  |
| <b>Department: 306000 - Miscellaneous Revenues</b>               |                          |                         |                    |                      |                                        |                 |
| <a href="#">001-306000-361100</a> Interest Earnings              | 25,000.00                | 25,000.00               | 71,079.61          | 440,438.24           | 415,438.24                             | 1,761.75 %      |
| <a href="#">001-306000-362000</a> Rent/lease Royalties           | 120,000.00               | 120,000.00              | 12,000.00          | 95,400.00            | -24,600.00                             | 79.50 %         |
| <a href="#">001-306000-365400</a> Recycling Revenue              | 5,000.00                 | 5,000.00                | 0.00               | 0.00                 | -5,000.00                              | 0.00 %          |
| <a href="#">001-306000-366100</a> Donations                      | 10,000.00                | 10,000.00               | 1,600.00           | 15,450.00            | 5,450.00                               | 154.50 %        |
| <a href="#">001-306000-369100</a> Miscellaneous Revenues         | 101,135.00               | 101,135.00              | 3,307.72           | 50,050.60            | -51,084.40                             | 49.49 %         |

## Budget Report

For Fiscal: 2023-2024 Period Ending: 06/30/2024

|                                                           |                                | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|-----------------------------------------------------------|--------------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------------------|-----------------|
| <a href="#">001-306000-369200</a>                         | Miscellaneous Applications     | 15,000.00                | 15,000.00               | 0.00               | 3,935.00           | -11,065.00                             | 26.23 %         |
| <a href="#">001-306000-369201</a>                         | Miscellaneous Merchandisesales | 5,000.00                 | 5,000.00                | 617.01             | 5,796.12           | 796.12                                 | 115.92 %        |
| <a href="#">001-306000-369250</a>                         | Recreational Activities Fee    | 1,500.00                 | 1,500.00                | 265.00             | 19,232.60          | 17,732.60                              | 1,282.17 %      |
| <a href="#">001-306000-369500</a>                         | miscellaneous Lobbyist         | 500.00                   | 500.00                  | 0.00               | 550.00             | 50.00                                  | 110.00 %        |
| <a href="#">001-306000-369901</a>                         | Insurance Reimbursement        | 15,000.00                | 15,000.00               | 0.00               | 25,854.47          | 10,854.47                              | 172.36 %        |
| <b>Department: 306000 - Miscellaneous Revenues Total:</b> |                                | <b>298,135.00</b>        | <b>298,135.00</b>       | <b>88,869.34</b>   | <b>656,707.03</b>  | <b>358,572.03</b>                      | <b>220.27%</b>  |
| <b>Department: 511000 - Commission</b>                    |                                |                          |                         |                    |                    |                                        |                 |
| <a href="#">001-511000-500110</a>                         | Commission Salaries            | 122,556.00               | 122,556.00              | 6,529.24           | 62,167.61          | 60,388.39                              | 50.73 %         |
| <a href="#">001-511000-500210</a>                         | Employer Fica Taxes            | 9,491.00                 | 9,491.00                | 487.30             | 4,384.22           | 5,106.78                               | 46.19 %         |
| <a href="#">001-511000-500220</a>                         | Retirement                     | 55,124.00                | 55,124.00               | 5,747.02           | 36,297.50          | 18,826.50                              | 65.85 %         |
| <a href="#">001-511000-500230</a>                         | Group Insurance                | 80,000.00                | 80,000.00               | 2,018.41           | 47,039.16          | 32,960.84                              | 58.80 %         |
| <a href="#">001-511000-500345</a>                         | Contractual Services           | 7,300.00                 | 7,300.00                | 1,124.00           | 4,326.50           | 2,973.50                               | 59.27 %         |
| <a href="#">001-511000-500510</a>                         | Office Supplies                | 1,500.00                 | 1,500.00                | 140.92             | 852.68             | 647.32                                 | 56.85 %         |
| <a href="#">001-511000-500512</a>                         | Elections                      | 20,000.00                | 20,000.00               | 3,464.30           | 4,858.76           | 15,141.24                              | 24.29 %         |
| <a href="#">001-511000-500540</a>                         | Dues & Subscriptions           | 3,000.00                 | 3,000.00                | 0.00               | 858.00             | 2,142.00                               | 28.60 %         |
| <a href="#">001-511000-500545</a>                         | Training                       | 6,000.00                 | 6,000.00                | 774.20             | 7,017.80           | -1,017.80                              | 116.96 %        |
| <a href="#">001-511000-500550</a>                         | Operating Expenses             | 15,200.00                | 15,200.00               | 204.54             | 16,798.06          | -1,598.06                              | 110.51 %        |
| <b>Department: 511000 - Commission Total:</b>             |                                | <b>320,171.00</b>        | <b>320,171.00</b>       | <b>20,489.93</b>   | <b>184,600.29</b>  | <b>135,570.71</b>                      | <b>57.66%</b>   |
| <b>Department: 511100 - Donation-Non Profits</b>          |                                |                          |                         |                    |                    |                                        |                 |
| <a href="#">001-511100-500820</a>                         | Donations-aids To Private Org  | 66,500.00                | 66,500.00               | 7,500.00           | 66,500.00          | 0.00                                   | 100.00 %        |
| <b>Department: 511100 - Donation-Non Profits Total:</b>   |                                | <b>66,500.00</b>         | <b>66,500.00</b>        | <b>7,500.00</b>    | <b>66,500.00</b>   | <b>0.00</b>                            | <b>100.00%</b>  |
| <b>Department: 511200 - Visitor Center</b>                |                                |                          |                         |                    |                    |                                        |                 |
| <a href="#">001-511200-500120</a>                         | Regular Salaries               | 76,967.00                | 76,967.00               | 2,530.83           | 27,367.67          | 49,599.33                              | 35.56 %         |
| <a href="#">001-511200-500210</a>                         | Employer Fica Taxes            | 5,966.00                 | 5,966.00                | 193.61             | 2,093.62           | 3,872.38                               | 35.09 %         |
| <a href="#">001-511200-500220</a>                         | Retirement                     | 13,130.00                | 13,130.00               | 598.86             | 3,697.58           | 9,432.42                               | 28.16 %         |
| <a href="#">001-511200-500230</a>                         | Group Insurance                | 3,000.00                 | 3,000.00                | 0.00               | 4,078.94           | -1,078.94                              | 135.96 %        |
| <a href="#">001-511200-500340</a>                         | Sewer/wastewater               | 4,200.00                 | 4,200.00                | 327.77             | 2,283.53           | 1,916.47                               | 54.37 %         |
| <a href="#">001-511200-500345</a>                         | Contractual Services           | 10,000.00                | 10,000.00               | 63.75              | 212.50             | 9,787.50                               | 2.13 %          |
| <a href="#">001-511200-500430</a>                         | Electric Service               | 2,000.00                 | 2,000.00                | 135.42             | 985.84             | 1,014.16                               | 49.29 %         |
| <a href="#">001-511200-500431</a>                         | Water Service                  | 5,050.00                 | 5,050.00                | 474.26             | 3,226.22           | 1,823.78                               | 63.89 %         |
| <a href="#">001-511200-500463</a>                         | Service Maintenance Contracts  | 3,000.00                 | 3,000.00                | 82.84              | 1,104.92           | 1,895.08                               | 36.83 %         |
| <a href="#">001-511200-500495</a>                         | Special Events                 | 1,500.00                 | 1,500.00                | 0.00               | 0.00               | 1,500.00                               | 0.00 %          |
| <a href="#">001-511200-500506</a>                         | Printing & Binding             | 5,775.00                 | 5,775.00                | 0.00               | 146.28             | 5,628.72                               | 2.53 %          |
| <a href="#">001-511200-500520</a>                         | Bldg. Maintenance              | 10,000.00                | 10,000.00               | 0.00               | 1,002.81           | 8,997.19                               | 10.03 %         |
| <a href="#">001-511200-500550</a>                         | Operating Expenses             | 8,050.00                 | 8,050.00                | 450.32             | 2,141.39           | 5,908.61                               | 26.60 %         |
| <b>Department: 511200 - Visitor Center Total:</b>         |                                | <b>148,638.00</b>        | <b>148,638.00</b>       | <b>4,857.66</b>    | <b>48,341.30</b>   | <b>100,296.70</b>                      | <b>32.52%</b>   |
| <b>Department: 513000 - Administration</b>                |                                |                          |                         |                    |                    |                                        |                 |
| <a href="#">001-513000-500120</a>                         | Regular Salaries               | 633,527.00               | 633,527.00              | 54,871.58          | 491,253.76         | 142,273.24                             | 77.54 %         |
| <a href="#">001-513000-500140</a>                         | Overtime Salaries              | 4,000.00                 | 4,000.00                | 967.06             | 4,161.86           | -161.86                                | 104.05 %        |
| <a href="#">001-513000-500210</a>                         | Employer Fica Taxes            | 48,962.00                | 48,962.00               | 4,129.32           | 33,830.27          | 15,131.73                              | 69.09 %         |
| <a href="#">001-513000-500220</a>                         | Retirement                     | 147,570.00               | 147,570.00              | 21,366.23          | 126,368.00         | 21,202.00                              | 85.63 %         |
| <a href="#">001-513000-500230</a>                         | Group Insurance                | 135,000.00               | 135,000.00              | 9,007.29           | 89,848.59          | 45,151.41                              | 66.55 %         |
| <a href="#">001-513000-500315</a>                         | Professional Services          | 34,500.00                | 34,500.00               | 0.00               | 1,700.00           | 32,800.00                              | 4.93 %          |
| <a href="#">001-513000-500320</a>                         | Audit Expense                  | 47,000.00                | 47,000.00               | 0.00               | 36,500.00          | 10,500.00                              | 77.66 %         |
| <a href="#">001-513000-500344</a>                         | Hr Expenses                    | 5,000.00                 | 5,000.00                | 215.50             | 1,196.89           | 3,803.11                               | 23.94 %         |
| <a href="#">001-513000-500345</a>                         | Contractual Services           | 52,900.00                | 52,900.00               | 5,180.95           | 49,354.17          | 3,545.83                               | 93.30 %         |
| <a href="#">001-513000-500463</a>                         | Service Maintenance Contracts  | 53,973.00                | 53,973.00               | 1,000.71           | 41,276.30          | 12,696.70                              | 76.48 %         |
| <a href="#">001-513000-500506</a>                         | Printing & Binding             | 4,200.00                 | 4,200.00                | 0.00               | 997.24             | 3,202.76                               | 23.74 %         |
| <a href="#">001-513000-500508</a>                         | Postage                        | 6,500.00                 | 6,500.00                | 675.10             | 4,145.45           | 2,354.55                               | 63.78 %         |
| <a href="#">001-513000-500510</a>                         | Office Supplies                | 8,000.00                 | 8,000.00                | 1,469.96           | 9,193.78           | -1,193.78                              | 114.92 %        |
| <a href="#">001-513000-500525</a>                         | Uniform Expense                | 500.00                   | 500.00                  | 0.00               | 529.89             | -29.89                                 | 105.98 %        |
| <a href="#">001-513000-500540</a>                         | Dues & Subscriptions           | 9,675.00                 | 9,675.00                | 310.00             | 5,292.30           | 4,382.70                               | 54.70 %         |
| <a href="#">001-513000-500545</a>                         | Training                       | 22,000.00                | 22,000.00               | 2,556.73           | 10,893.44          | 11,106.56                              | 49.52 %         |
| <a href="#">001-513000-500550</a>                         | Operating Expenses             | 23,750.00                | 23,750.00               | 8,142.35           | 24,518.57          | -768.57                                | 103.24 %        |
| <b>Department: 513000 - Administration Total:</b>         |                                | <b>1,237,057.00</b>      | <b>1,237,057.00</b>     | <b>109,892.78</b>  | <b>931,060.51</b>  | <b>305,996.49</b>                      | <b>75.26%</b>   |
| <b>Department: 514000 - Town Attorney</b>                 |                                |                          |                         |                    |                    |                                        |                 |
| <a href="#">001-514000-500310</a>                         | Legal Expense                  | 360,000.00               | 360,000.00              | 48,283.80          | 183,099.05         | 176,900.95                             | 50.86 %         |

## Budget Report

For Fiscal: 2023-2024 Period Ending: 06/30/2024

|                                                                   |                                | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|-------------------------------------------------------------------|--------------------------------|--------------------------|-------------------------|--------------------|---------------------|----------------------------------------|-----------------|
| <a href="#">001-514000-500314</a>                                 | Litigation                     | 98,000.00                | 98,000.00               | 1,496.40           | 2,121.40            | 95,878.60                              | 2.16 %          |
| <b>Department: 514000 - Town Attorney Total:</b>                  |                                | <b>458,000.00</b>        | <b>458,000.00</b>       | <b>49,780.20</b>   | <b>185,220.45</b>   | <b>272,779.55</b>                      | <b>40.44%</b>   |
| <b>Department: 519000 - General</b>                               |                                |                          |                         |                    |                     |                                        |                 |
| <a href="#">001-519000-500311</a>                                 | Advertisements                 | 7,500.00                 | 7,500.00                | 0.00               | 1,712.69            | 5,787.31                               | 22.84 %         |
| <a href="#">001-519000-500315</a>                                 | Professional Services          | 260,500.00               | 260,500.00              | 31,392.16          | 188,559.43          | 71,940.57                              | 72.38 %         |
| <a href="#">001-519000-500345</a>                                 | Contractual Services           | 100,700.00               | 100,700.00              | 916.34             | 51,468.09           | 49,231.91                              | 51.11 %         |
| <a href="#">001-519000-500349</a>                                 | Community Mobility Services    | 250,000.00               | 250,000.00              | 19,734.24          | 177,608.16          | 72,391.84                              | 71.04 %         |
| <a href="#">001-519000-500451</a>                                 | Auto, Property & Liability Ins | 279,500.00               | 279,500.00              | 0.00               | 248,189.66          | 31,310.34                              | 88.80 %         |
| <a href="#">001-519000-500452</a>                                 | Workers Compensation Insur     | 82,000.00                | 82,000.00               | 0.00               | 38,021.25           | 43,978.75                              | 46.37 %         |
| <a href="#">001-519000-500463</a>                                 | Service Maintenance Contracts  | 22,000.00                | 22,000.00               | 0.00               | 16,754.39           | 5,245.61                               | 76.16 %         |
| <a href="#">001-519000-500497</a>                                 | Contingency                    | 100,000.00               | 100,000.00              | 50,000.00          | 50,000.00           | 50,000.00                              | 50.00 %         |
| <a href="#">001-519000-500525</a>                                 | Uniform Expense                | 225.00                   | 225.00                  | 0.00               | 0.00                | 225.00                                 | 0.00 %          |
| <a href="#">001-519000-500550</a>                                 | Operating Expenses             | 92,000.00                | 92,000.00               | 19.24              | 50,449.42           | 41,550.58                              | 54.84 %         |
| <a href="#">001-519000-500552</a>                                 | Recycling And Solid Waste Exp  | 60,000.00                | 60,000.00               | 3,617.05           | 40,384.32           | 19,615.68                              | 67.31 %         |
| <b>Department: 519000 - General Total:</b>                        |                                | <b>1,254,425.00</b>      | <b>1,254,425.00</b>     | <b>105,679.03</b>  | <b>863,147.41</b>   | <b>391,277.59</b>                      | <b>68.81%</b>   |
| <b>Department: 519100 - Tourism and Community Outreach</b>        |                                |                          |                         |                    |                     |                                        |                 |
| <a href="#">001-519100-500120</a>                                 | Regular Salaries               | 139,769.00               | 139,769.00              | 5,436.54           | 50,019.38           | 89,749.62                              | 35.79 %         |
| <a href="#">001-519100-500140</a>                                 | Overtime Salaries              | 5,000.00                 | 5,000.00                | 0.00               | 715.65              | 4,284.35                               | 14.31 %         |
| <a href="#">001-519100-500210</a>                                 | Employer Fica Taxes            | 11,113.00                | 11,113.00               | 416.18             | 3,883.91            | 7,229.09                               | 34.95 %         |
| <a href="#">001-519100-500220</a>                                 | Retirement                     | 19,713.00                | 19,713.00               | 1,106.61           | 6,819.29            | 12,893.71                              | 34.59 %         |
| <a href="#">001-519100-500230</a>                                 | Group Insurance                | 30,000.00                | 30,000.00               | 929.37             | 11,481.03           | 18,518.97                              | 38.27 %         |
| <a href="#">001-519100-500311</a>                                 | Advertisements                 | 23,000.00                | 23,000.00               | 0.00               | 7,670.00            | 15,330.00                              | 33.35 %         |
| <a href="#">001-519100-500315</a>                                 | Professional Services          | 60,000.00                | 60,000.00               | 0.00               | 499.83              | 59,500.17                              | 0.83 %          |
| <a href="#">001-519100-500345</a>                                 | Contractual Services           | 6,524.00                 | 6,524.00                | 0.00               | -607.57             | 7,131.57                               | -9.31 %         |
| <a href="#">001-519100-500347</a>                                 | Programs                       | 10,300.00                | 10,300.00               | 869.62             | 7,170.24            | 3,129.76                               | 69.61 %         |
| <a href="#">001-519100-500495</a>                                 | Special Events                 | 240,800.00               | 240,800.00              | 23,105.04          | 130,158.76          | 110,641.24                             | 54.05 %         |
| <a href="#">001-519100-500506</a>                                 | Printing & Binding             | 12,000.00                | 12,000.00               | 1,463.39           | 6,015.13            | 5,984.87                               | 50.13 %         |
| <a href="#">001-519100-500540</a>                                 | Dues & Subscriptions           | 2,800.00                 | 2,800.00                | 0.00               | 1,942.75            | 857.25                                 | 69.38 %         |
| <a href="#">001-519100-500550</a>                                 | Operating Expenses             | 1,250.00                 | 1,250.00                | 0.00               | 80.37               | 1,169.63                               | 6.43 %          |
| <b>Department: 519100 - Tourism and Community Outreach Total:</b> |                                | <b>562,269.00</b>        | <b>562,269.00</b>       | <b>33,326.75</b>   | <b>225,848.77</b>   | <b>336,420.23</b>                      | <b>40.17%</b>   |
| <b>Department: 521000 - Police Department</b>                     |                                |                          |                         |                    |                     |                                        |                 |
| <a href="#">001-521000-500141</a>                                 | Bso Overtime                   | 80,000.00                | 80,000.00               | 0.00               | 59,789.50           | 20,210.50                              | 74.74 %         |
| <a href="#">001-521000-500345</a>                                 | Contractual Services           | 5,998,142.00             | 5,998,142.00            | 499,844.92         | 4,421,054.67        | 1,577,087.33                           | 73.71 %         |
| <a href="#">001-521000-500352</a>                                 | Contract Services              | 7,000.00                 | 7,000.00                | 0.00               | 4,996.19            | 2,003.81                               | 71.37 %         |
| <a href="#">001-521000-500520</a>                                 | Bldg. Maintenance              | 2,000.00                 | 2,000.00                | 0.00               | 607.34              | 1,392.66                               | 30.37 %         |
| <a href="#">001-521000-500550</a>                                 | Operating Expenses             | 7,000.00                 | 7,000.00                | 0.00               | 0.00                | 7,000.00                               | 0.00 %          |
| <a href="#">001-521000-500640</a>                                 | Capital Outlay - Equip & Mach  | 12,000.00                | 12,000.00               | 0.00               | 9,788.84            | 2,211.16                               | 81.57 %         |
| <b>Department: 521000 - Police Department Total:</b>              |                                | <b>6,106,142.00</b>      | <b>6,106,142.00</b>     | <b>499,844.92</b>  | <b>4,496,236.54</b> | <b>1,609,905.46</b>                    | <b>73.63%</b>   |
| <b>Department: 523000 - Emergency Medical Services</b>            |                                |                          |                         |                    |                     |                                        |                 |
| <a href="#">001-523000-500345</a>                                 | Contractual Services           | 460,000.00               | 460,000.00              | 40,250.00          | 350,749.98          | 109,250.02                             | 76.25 %         |
| <b>Department: 523000 - Emergency Medical Services Total:</b>     |                                | <b>460,000.00</b>        | <b>460,000.00</b>       | <b>40,250.00</b>   | <b>350,749.98</b>   | <b>109,250.02</b>                      | <b>76.25%</b>   |
| <b>Department: 524000 - Development Services</b>                  |                                |                          |                         |                    |                     |                                        |                 |
| <a href="#">001-524000-500120</a>                                 | Regular Salaries               | 281,794.00               | 281,794.00              | 17,615.72          | 195,335.56          | 86,458.44                              | 69.32 %         |
| <a href="#">001-524000-500140</a>                                 | Overtime Salaries              | 7,000.00                 | 7,000.00                | 0.00               | 287.98              | 6,712.02                               | 4.11 %          |
| <a href="#">001-524000-500210</a>                                 | Employer Fica Taxes            | 21,825.00                | 21,825.00               | 1,399.09           | 15,485.33           | 6,339.67                               | 70.95 %         |
| <a href="#">001-524000-500220</a>                                 | Retirement                     | 56,454.00                | 56,454.00               | 6,615.02           | 44,773.39           | 11,680.61                              | 79.31 %         |
| <a href="#">001-524000-500230</a>                                 | Group Insurance                | 71,000.00                | 71,000.00               | 4,031.60           | 44,604.35           | 26,395.65                              | 62.82 %         |
| <a href="#">001-524000-500315</a>                                 | Professional Services          | 55,000.00                | 55,000.00               | 1,046.58           | 5,115.84            | 49,884.16                              | 9.30 %          |
| <a href="#">001-524000-500345</a>                                 | Contractual Services           | 321,325.00               | 321,325.00              | 1,730.00           | 171,351.23          | 149,973.77                             | 53.33 %         |
| <a href="#">001-524000-500462</a>                                 | Fuel                           | 0.00                     | 0.00                    | 191.33             | 567.30              | -567.30                                | 0.00 %          |
| <a href="#">001-524000-500463</a>                                 | Service Maintenance Contracts  | 9,500.00                 | 9,500.00                | 0.00               | 1,662.85            | 7,837.15                               | 17.50 %         |
| <a href="#">001-524000-500506</a>                                 | Printing & Binding             | 4,000.00                 | 4,000.00                | 584.00             | 1,200.95            | 2,799.05                               | 30.02 %         |
| <a href="#">001-524000-500508</a>                                 | Postage                        | 4,200.00                 | 4,200.00                | 0.00               | 1,429.67            | 2,770.33                               | 34.04 %         |
| <a href="#">001-524000-500510</a>                                 | Office Supplies                | 3,200.00                 | 3,200.00                | 38.79              | 773.61              | 2,426.39                               | 24.18 %         |
| <a href="#">001-524000-500525</a>                                 | Uniform Expense                | 600.00                   | 600.00                  | 0.00               | 0.00                | 600.00                                 | 0.00 %          |
| <a href="#">001-524000-500540</a>                                 | Dues & Subscriptions           | 6,000.00                 | 6,000.00                | 541.00             | 1,516.00            | 4,484.00                               | 25.27 %         |
| <a href="#">001-524000-500545</a>                                 | Training                       | 7,500.00                 | 7,500.00                | 75.00              | 1,860.26            | 5,639.74                               | 24.80 %         |

## Budget Report

For Fiscal: 2023-2024 Period Ending: 06/30/2024

|                                                                    |                               | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|--------------------------------------------------------------------|-------------------------------|--------------------------|-------------------------|--------------------|---------------------|----------------------------------------|-----------------|
| <a href="#">001-524000-500550</a>                                  | Operating Expenses            | 12,000.00                | 12,000.00               | 3,191.13           | 12,828.88           | -828.88                                | 106.91 %        |
| <b>Department: 524000 - Development Services Total:</b>            |                               | <b>861,398.00</b>        | <b>861,398.00</b>       | <b>37,059.26</b>   | <b>498,793.20</b>   | <b>362,604.80</b>                      | <b>57.91%</b>   |
| <b>Department: 541100 - Mun Srvsc - Public Works Div</b>           |                               |                          |                         |                    |                     |                                        |                 |
| <a href="#">001-541100-500120</a>                                  | Regular Salaries              | 1,071,315.00             | 1,071,315.00            | 73,131.53          | 691,339.36          | 379,975.64                             | 64.53 %         |
| <a href="#">001-541100-500140</a>                                  | Overtime Salaries             | 65,000.00                | 65,000.00               | 5,428.87           | 34,764.58           | 30,235.42                              | 53.48 %         |
| <a href="#">001-541100-500210</a>                                  | Employer Fica Taxes           | 83,103.00                | 83,103.00               | 6,142.28           | 56,931.73           | 26,171.27                              | 68.51 %         |
| <a href="#">001-541100-500220</a>                                  | Retirement                    | 163,094.00               | 163,094.00              | 19,152.61          | 117,416.75          | 45,677.25                              | 71.99 %         |
| <a href="#">001-541100-500230</a>                                  | Group Insurance               | 285,000.00               | 285,000.00              | 18,240.75          | 195,704.56          | 89,295.44                              | 68.67 %         |
| <a href="#">001-541100-500315</a>                                  | Professional Services         | 50,000.00                | 50,000.00               | 4,062.72           | 27,155.08           | 22,844.92                              | 54.31 %         |
| <a href="#">001-541100-500340</a>                                  | Sewer/wastewater              | 18,000.00                | 18,000.00               | 1,346.54           | 11,199.62           | 6,800.38                               | 62.22 %         |
| <a href="#">001-541100-500345</a>                                  | Contractual Services          | 744,800.00               | 744,800.00              | 35,242.45          | 411,886.51          | 332,913.49                             | 55.30 %         |
| <a href="#">001-541100-500410</a>                                  | Communications                | 60,000.00                | 60,000.00               | 4,571.52           | 58,323.09           | 1,676.91                               | 97.21 %         |
| <a href="#">001-541100-500430</a>                                  | Electric Service              | 58,000.00                | 58,000.00               | 4,793.18           | 39,071.63           | 18,928.37                              | 67.36 %         |
| <a href="#">001-541100-500431</a>                                  | Water Service                 | 180,000.00               | 180,000.00              | 40,713.95          | 187,416.69          | -7,416.69                              | 104.12 %        |
| <a href="#">001-541100-500433</a>                                  | Electric Service-streets      | 70,000.00                | 70,000.00               | 5,034.47           | 47,457.11           | 22,542.89                              | 67.80 %         |
| <a href="#">001-541100-500445</a>                                  | Equip Rent/lease              | 20,000.00                | 20,000.00               | 457.85             | 19,452.47           | 547.53                                 | 97.26 %         |
| <a href="#">001-541100-500460</a>                                  | Equipment Maintenance         | 40,000.00                | 40,000.00               | 1,523.85           | 43,202.97           | -3,202.97                              | 108.01 %        |
| <a href="#">001-541100-500461</a>                                  | Vehicle Maintenance           | 20,000.00                | 20,000.00               | 4,341.11           | 37,692.80           | -17,692.80                             | 188.46 %        |
| <a href="#">001-541100-500462</a>                                  | Fuel                          | 60,000.00                | 60,000.00               | 3,769.81           | 24,417.52           | 35,582.48                              | 40.70 %         |
| <a href="#">001-541100-500463</a>                                  | Service Maintenance Contracts | 21,000.00                | 21,000.00               | 1,084.94           | 24,960.82           | -3,960.82                              | 118.86 %        |
| <a href="#">001-541100-500469</a>                                  | Buoy Maintenance              | 17,000.00                | 17,000.00               | 0.00               | 0.00                | 17,000.00                              | 0.00 %          |
| <a href="#">001-541100-500470</a>                                  | Radio Maintenance             | 3,000.00                 | 3,000.00                | 0.00               | 0.00                | 3,000.00                               | 0.00 %          |
| <a href="#">001-541100-500498</a>                                  | Storm Drain Rehab/maint       | 107,500.00               | 107,500.00              | 0.00               | 26,668.41           | 80,831.59                              | 24.81 %         |
| <a href="#">001-541100-500508</a>                                  | Postage                       | 600.00                   | 600.00                  | 0.00               | 0.00                | 600.00                                 | 0.00 %          |
| <a href="#">001-541100-500510</a>                                  | Office Supplies               | 1,500.00                 | 1,500.00                | 27.99              | 45.49               | 1,454.51                               | 3.03 %          |
| <a href="#">001-541100-500520</a>                                  | Bldg. Maintenance             | 125,500.00               | 125,500.00              | 6,409.93           | 74,183.84           | 51,316.16                              | 59.11 %         |
| <a href="#">001-541100-500525</a>                                  | Uniform Expense               | 20,000.00                | 20,000.00               | 2,980.95           | 28,446.19           | -8,446.19                              | 142.23 %        |
| <a href="#">001-541100-500529</a>                                  | Street Light Maintenance      | 55,000.00                | 55,000.00               | 0.00               | 27,588.20           | 27,411.80                              | 50.16 %         |
| <a href="#">001-541100-500530</a>                                  | Street Maint Repair Supply    | 100,000.00               | 100,000.00              | 630.00             | 25,276.20           | 74,723.80                              | 25.28 %         |
| <a href="#">001-541100-500531</a>                                  | Grounds Maint/landscaping     | 50,000.00                | 50,000.00               | 5,138.34           | 40,332.96           | 9,667.04                               | 80.67 %         |
| <a href="#">001-541100-500532</a>                                  | Signs                         | 12,500.00                | 12,500.00               | 2,974.75           | 9,145.59            | 3,354.41                               | 73.16 %         |
| <a href="#">001-541100-500534</a>                                  | Sidewalk Maint Repair         | 12,500.00                | 12,500.00               | 0.00               | 264.00              | 12,236.00                              | 2.11 %          |
| <a href="#">001-541100-500535</a>                                  | Flags                         | 3,000.00                 | 3,000.00                | 7,633.61           | 7,719.19            | -4,719.19                              | 257.31 %        |
| <a href="#">001-541100-500536</a>                                  | Sea Oats                      | 10,000.00                | 10,000.00               | 0.00               | 4,815.00            | 5,185.00                               | 48.15 %         |
| <a href="#">001-541100-500540</a>                                  | Dues & Subscriptions          | 2,285.00                 | 2,285.00                | 25.00              | 1,905.00            | 380.00                                 | 83.37 %         |
| <a href="#">001-541100-500545</a>                                  | Training                      | 8,000.00                 | 8,000.00                | 188.95             | 788.95              | 7,211.05                               | 9.86 %          |
| <a href="#">001-541100-500547</a>                                  | Hurricane Expenditure         | 10,000.00                | 10,000.00               | 0.00               | 0.00                | 10,000.00                              | 0.00 %          |
| <a href="#">001-541100-500550</a>                                  | Operating Expenses            | 145,000.00               | 145,000.00              | 16,340.76          | 129,786.72          | 15,213.28                              | 89.51 %         |
| <a href="#">001-541100-500624</a>                                  | Capital Outlay-bldg. Improvem | 68,000.00                | 68,000.00               | 0.00               | 0.00                | 68,000.00                              | 0.00 %          |
| <a href="#">001-541100-500640</a>                                  | Capital Outlay - Equip & Mach | 20,000.00                | 20,000.00               | 0.00               | 16,400.12           | 3,599.88                               | 82.00 %         |
| <a href="#">001-541100-500644</a>                                  | Capital Outlay-vehicles       | 53,447.00                | 53,447.00               | 1,355.35           | 42,154.36           | 11,292.64                              | 78.87 %         |
| <b>Department: 541100 - Mun Srvsc - Public Works Div Total:</b>    |                               | <b>3,834,144.00</b>      | <b>3,834,144.00</b>     | <b>272,744.06</b>  | <b>2,463,913.51</b> | <b>1,370,230.49</b>                    | <b>64.26%</b>   |
| <b>Department: 572000 - Recreation</b>                             |                               |                          |                         |                    |                     |                                        |                 |
| <a href="#">001-572000-500342</a>                                  | Senior Rec. Ctr. Contract     | 110,000.00               | 110,000.00              | 8,689.48           | 82,293.79           | 27,706.21                              | 74.81 %         |
| <a href="#">001-572000-500463</a>                                  | Service Maintenance Contracts | 2,400.00                 | 2,400.00                | 150.31             | 1,704.91            | 695.09                                 | 71.04 %         |
| <a href="#">001-572000-500510</a>                                  | Office Supplies               | 1,000.00                 | 1,000.00                | 0.00               | 914.60              | 85.40                                  | 91.46 %         |
| <b>Department: 572000 - Recreation Total:</b>                      |                               | <b>113,400.00</b>        | <b>113,400.00</b>       | <b>8,839.79</b>    | <b>84,913.30</b>    | <b>28,486.70</b>                       | <b>74.88%</b>   |
| <b>Department: 581100 - Interfund Transfers</b>                    |                               |                          |                         |                    |                     |                                        |                 |
| <a href="#">001-581100-380102</a>                                  | Transfer From Bldg-oh Costs   | 100,000.00               | 100,000.00              | 0.00               | 50,000.00           | -50,000.00                             | 50.00 %         |
| <a href="#">001-581100-380115</a>                                  | Transfer From Fire - Oh Costs | 50,000.00                | 50,000.00               | 0.00               | 25,000.00           | -25,000.00                             | 50.00 %         |
| <a href="#">001-581100-500910</a>                                  | Transfer To Cip Fund          | 1,500,000.00             | 1,500,000.00            | 0.00               | 750,000.00          | 750,000.00                             | 50.00 %         |
| <b>Department: 581100 - Interfund Transfers Surplus (Deficit):</b> |                               | <b>-1,350,000.00</b>     | <b>-1,350,000.00</b>    | <b>0.00</b>        | <b>-675,000.00</b>  | <b>675,000.00</b>                      | <b>50.00%</b>   |
| <b>Fund: 001 - General Fund Surplus (Deficit):</b>                 |                               | <b>0.00</b>              | <b>0.00</b>             | <b>-674,662.30</b> | <b>4,558,618.68</b> | <b>4,558,618.68</b>                    | <b>0.00%</b>    |

## Budget Report

For Fiscal: 2023-2024 Period Ending: 06/30/2024

|                                                                  | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|------------------------------------------------------------------|--------------------------|-------------------------|--------------------|---------------------|----------------------------------------|-----------------|
| <b>Fund: 101 - Special Revenue-Police Conf</b>                   |                          |                         |                    |                     |                                        |                 |
| <b>Department: 521100 - Police Dept. Confiscated</b>             |                          |                         |                    |                     |                                        |                 |
| <a href="#">101-521100-500550</a> Operating Expenses             | 0.00                     | 0.00                    | 0.00               | 15,461.12           | -15,461.12                             | 0.00 %          |
| <b>Department: 521100 - Police Dept. Confiscated Total:</b>      | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>15,461.12</b>    | <b>-15,461.12</b>                      | <b>0.00%</b>    |
| <b>Fund: 101 - Special Revenue-Police Conf Total:</b>            | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>15,461.12</b>    | <b>-15,461.12</b>                      | <b>0.00%</b>    |
| <b>Fund: 102 - Building Fund</b>                                 |                          |                         |                    |                     |                                        |                 |
| <b>Department: 000000 - Assigned</b>                             |                          |                         |                    |                     |                                        |                 |
| <a href="#">102-000000-380200</a> Appropriated Fund Balance      | 115,000.00               | 115,000.00              | 0.00               | 0.00                | -115,000.00                            | 0.00 %          |
| <b>Department: 000000 - Assigned Total:</b>                      | <b>115,000.00</b>        | <b>115,000.00</b>       | <b>0.00</b>        | <b>0.00</b>         | <b>-115,000.00</b>                     | <b>0.00%</b>    |
| <b>Department: 302100 - Building Permit and Inpection</b>        |                          |                         |                    |                     |                                        |                 |
| <a href="#">102-302100-322100</a> Building Permits               | 1,088,593.00             | 1,088,593.00            | 127,847.49         | 1,213,333.20        | 124,740.20                             | 111.46 %        |
| <a href="#">102-302100-322105</a> Fire Plan Review Fees          | 50,000.00                | 50,000.00               | -17,008.64         | -5,943.01           | -55,943.01                             | 11.89 %         |
| <b>Department: 302100 - Building Permit and Inpection Total:</b> | <b>1,138,593.00</b>      | <b>1,138,593.00</b>     | <b>110,838.85</b>  | <b>1,207,390.19</b> | <b>68,797.19</b>                       | <b>106.04%</b>  |
| <b>Department: 524100 - Building</b>                             |                          |                         |                    |                     |                                        |                 |
| <a href="#">102-524100-500120</a> Regular Salaries               | 113,896.00               | 113,896.00              | 7,462.10           | 74,515.50           | 39,380.50                              | 65.42 %         |
| <a href="#">102-524100-500210</a> Employer Fica Taxes            | 8,713.00                 | 8,713.00                | 571.99             | 5,681.52            | 3,031.48                               | 65.21 %         |
| <a href="#">102-524100-500220</a> Retirement                     | 26,984.00                | 26,984.00               | 1,867.76           | 16,830.85           | 10,153.15                              | 62.37 %         |
| <a href="#">102-524100-500230</a> Group Insurance                | 30,000.00                | 30,000.00               | 1,693.63           | 18,111.66           | 11,888.34                              | 60.37 %         |
| <a href="#">102-524100-500315</a> Professional Services          | 100,000.00               | 100,000.00              | 3,366.57           | 33,984.31           | 66,015.69                              | 33.98 %         |
| <a href="#">102-524100-500345</a> Contractual Services           | 70,000.00                | 70,000.00               | 3,523.50           | 29,290.70           | 40,709.30                              | 41.84 %         |
| <a href="#">102-524100-500402</a> Building Permit Services       | 800,000.00               | 800,000.00              | 183,959.25         | 598,665.36          | 201,334.64                             | 74.83 %         |
| <a href="#">102-524100-500463</a> Service Maintenance Contracts  | 2,500.00                 | 2,500.00                | 0.00               | 0.00                | 2,500.00                               | 0.00 %          |
| <a href="#">102-524100-500550</a> Operating Expenses             | 1,500.00                 | 1,500.00                | 0.00               | 1,407.81            | 92.19                                  | 93.85 %         |
| <a href="#">102-524100-500640</a> Capital Outlay - Equipt & Mach | 0.00                     | 0.00                    | 0.00               | 1,452.00            | -1,452.00                              | 0.00 %          |
| <a href="#">102-524100-581001</a> Transfer To GF-OH Costs        | 100,000.00               | 100,000.00              | 0.00               | 50,000.00           | 50,000.00                              | 50.00 %         |
| <b>Department: 524100 - Building Total:</b>                      | <b>1,253,593.00</b>      | <b>1,253,593.00</b>     | <b>202,444.80</b>  | <b>829,939.71</b>   | <b>423,653.29</b>                      | <b>66.20%</b>   |
| <b>Fund: 102 - Building Fund Surplus (Deficit):</b>              | <b>0.00</b>              | <b>0.00</b>             | <b>-91,605.95</b>  | <b>377,450.48</b>   | <b>377,450.48</b>                      | <b>0.00%</b>    |
| <b>Fund: 103 - Sewer Fund</b>                                    |                          |                         |                    |                     |                                        |                 |
| <b>Department: 000000 - Assigned</b>                             |                          |                         |                    |                     |                                        |                 |
| <a href="#">103-000000-380200</a> Appropriated Fund Balance      | 100,000.00               | 100,000.00              | 0.00               | 0.00                | -100,000.00                            | 0.00 %          |
| <b>Department: 000000 - Assigned Total:</b>                      | <b>100,000.00</b>        | <b>100,000.00</b>       | <b>0.00</b>        | <b>0.00</b>         | <b>-100,000.00</b>                     | <b>0.00%</b>    |
| <b>Department: 304000 - Charges for Services</b>                 |                          |                         |                    |                     |                                        |                 |
| <a href="#">103-304000-343500</a> Sewer Fees                     | 1,605,217.00             | 1,605,217.00            | 222,657.20         | 833,244.34          | -771,972.66                            | 51.91 %         |
| <b>Department: 304000 - Charges for Services Total:</b>          | <b>1,605,217.00</b>      | <b>1,605,217.00</b>     | <b>222,657.20</b>  | <b>833,244.34</b>   | <b>-771,972.66</b>                     | <b>51.91%</b>   |
| <b>Department: 306000 - Miscellaneous Revenues</b>               |                          |                         |                    |                     |                                        |                 |
| <a href="#">103-306000-361100</a> Interest Earnings              | 2,000.00                 | 2,000.00                | 0.00               | 10,027.65           | 8,027.65                               | 501.38 %        |
| <b>Department: 306000 - Miscellaneous Revenues Total:</b>        | <b>2,000.00</b>          | <b>2,000.00</b>         | <b>0.00</b>        | <b>10,027.65</b>    | <b>8,027.65</b>                        | <b>501.38%</b>  |
| <b>Department: 535000 - Sanitary Sewers</b>                      |                          |                         |                    |                     |                                        |                 |
| <a href="#">103-535000-500120</a> Regular Salaries               | 107,528.00               | 107,528.00              | 7,665.35           | 73,948.34           | 33,579.66                              | 68.77 %         |
| <a href="#">103-535000-500140</a> Overtime Salaries              | 6,000.00                 | 6,000.00                | 1,278.16           | 6,143.08            | -143.08                                | 102.38 %        |
| <a href="#">103-535000-500210</a> Employer Fica Taxes            | 8,226.00                 | 8,226.00                | 684.40             | 5,997.64            | 2,228.36                               | 72.91 %         |
| <a href="#">103-535000-500220</a> Retirement                     | 22,213.00                | 22,213.00               | 1,832.17           | 15,628.78           | 6,584.22                               | 70.36 %         |
| <a href="#">103-535000-500230</a> Group Insurance                | 17,500.00                | 17,500.00               | 144.50             | 10,354.41           | 7,145.59                               | 59.17 %         |
| <a href="#">103-535000-500340</a> Sewer/wastewater               | 975,000.00               | 975,000.00              | 82,303.65          | 698,660.45          | 276,339.55                             | 71.66 %         |
| <a href="#">103-535000-500345</a> Contractual Services           | 60,000.00                | 60,000.00               | 2,150.35           | 7,505.29            | 52,494.71                              | 12.51 %         |
| <a href="#">103-535000-500430</a> Electric Service               | 28,000.00                | 28,000.00               | 1,207.42           | 16,786.98           | 11,213.02                              | 59.95 %         |
| <a href="#">103-535000-500431</a> Water Service                  | 500.00                   | 500.00                  | 24.02              | 259.78              | 240.22                                 | 51.96 %         |
| <a href="#">103-535000-500459</a> Sewer Line Maintenance         | 300,000.00               | 300,000.00              | 199,736.25         | 209,965.77          | 90,034.23                              | 69.99 %         |
| <a href="#">103-535000-500465</a> Pump Station Maintenance       | 3,000.00                 | 3,000.00                | 0.00               | 3,600.00            | -600.00                                | 120.00 %        |
| <a href="#">103-535000-500497</a> Contingency                    | 100,000.00               | 100,000.00              | 0.00               | 0.00                | 100,000.00                             | 0.00 %          |
| <a href="#">103-535000-500506</a> Printing & Binding             | 2,000.00                 | 2,000.00                | 0.00               | 0.00                | 2,000.00                               | 0.00 %          |
| <a href="#">103-535000-500550</a> Operating Expenses             | 2,250.00                 | 2,250.00                | 0.00               | 0.00                | 2,250.00                               | 0.00 %          |
| <a href="#">103-535000-500630</a> Cap Outlay Imp Other Than Bldg | 75,000.00                | 75,000.00               | 0.00               | 58,000.00           | 17,000.00                              | 77.33 %         |
| <b>Department: 535000 - Sanitary Sewers Total:</b>               | <b>1,707,217.00</b>      | <b>1,707,217.00</b>     | <b>297,026.27</b>  | <b>1,106,850.52</b> | <b>600,366.48</b>                      | <b>64.83%</b>   |
| <b>Fund: 103 - Sewer Fund Surplus (Deficit):</b>                 | <b>0.00</b>              | <b>0.00</b>             | <b>-74,369.07</b>  | <b>-263,578.53</b>  | <b>-263,578.53</b>                     | <b>0.00%</b>    |



## Budget Report

For Fiscal: 2023-2024 Period Ending: 06/30/2024

|                                                                      |                                | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used  |
|----------------------------------------------------------------------|--------------------------------|--------------------------|-------------------------|--------------------|---------------------|----------------------------------------|------------------|
| <b>Fund: 115 - Fire Fund</b>                                         |                                |                          |                         |                    |                     |                                        |                  |
| <b>Department: 000000 - Assigned</b>                                 |                                |                          |                         |                    |                     |                                        |                  |
| <a href="#">115-000000-380203</a>                                    | Appropriation From Fire Fund   | 198,985.00               | 198,985.00              | 0.00               | 0.00                | -198,985.00                            | 0.00 %           |
| <b>Department: 000000 - Assigned Total:</b>                          |                                | <b>198,985.00</b>        | <b>198,985.00</b>       | <b>0.00</b>        | <b>0.00</b>         | <b>-198,985.00</b>                     | <b>0.00%</b>     |
| <b>Department: 301050 - Fire Assessment</b>                          |                                |                          |                         |                    |                     |                                        |                  |
| <a href="#">115-301050-311200</a>                                    | Property Tax-fire Assessment   | 1,135,015.00             | 1,135,015.00            | 9,257.46           | 1,129,891.32        | -5,123.68                              | 99.55 %          |
| <b>Department: 301050 - Fire Assessment Total:</b>                   |                                | <b>1,135,015.00</b>      | <b>1,135,015.00</b>     | <b>9,257.46</b>    | <b>1,129,891.32</b> | <b>-5,123.68</b>                       | <b>99.55%</b>    |
| <b>Department: 304000 - Charges for Services</b>                     |                                |                          |                         |                    |                     |                                        |                  |
| <a href="#">115-304000-342210</a>                                    | Fire Inspection Fees           | 37,000.00                | 37,000.00               | 725.00             | 91,316.23           | 54,316.23                              | 246.80 %         |
| <b>Department: 304000 - Charges for Services Total:</b>              |                                | <b>37,000.00</b>         | <b>37,000.00</b>        | <b>725.00</b>      | <b>91,316.23</b>    | <b>54,316.23</b>                       | <b>246.80%</b>   |
| <b>Department: 306000 - Miscellaneous Revenues</b>                   |                                |                          |                         |                    |                     |                                        |                  |
| <a href="#">115-306000-361100</a>                                    | Interest Earnings              | 1,000.00                 | 1,000.00                | 0.00               | 7,837.59            | 6,837.59                               | 783.76 %         |
| <a href="#">115-306000-369100</a>                                    | Miscellaneous Revenues         | 0.00                     | 0.00                    | 0.00               | 50.00               | 50.00                                  | 0.00 %           |
| <b>Department: 306000 - Miscellaneous Revenues Total:</b>            |                                | <b>1,000.00</b>          | <b>1,000.00</b>         | <b>0.00</b>        | <b>7,887.59</b>     | <b>6,887.59</b>                        | <b>788.76%</b>   |
| <b>Department: 522000 - Fire Department</b>                          |                                |                          |                         |                    |                     |                                        |                  |
| <a href="#">115-522000-500315</a>                                    | Professional Services          | 74,000.00                | 74,000.00               | 630.60             | 18,018.71           | 55,981.29                              | 24.35 %          |
| <a href="#">115-522000-500345</a>                                    | Contractual Services           | 940,000.00               | 940,000.00              | 82,250.00          | 716,750.04          | 223,249.96                             | 76.25 %          |
| <a href="#">115-522000-500520</a>                                    | Bldg. Maintenance              | 2,000.00                 | 2,000.00                | 0.00               | 1,892.60            | 107.40                                 | 94.63 %          |
| <a href="#">115-522000-500624</a>                                    | Capital Outlay-bldg. Improvemt | 306,000.00               | 306,000.00              | 0.00               | 0.00                | 306,000.00                             | 0.00 %           |
| <a href="#">115-522000-500912</a>                                    | Transfer To General Fund       | 50,000.00                | 50,000.00               | 0.00               | 25,000.00           | 25,000.00                              | 50.00 %          |
| <b>Department: 522000 - Fire Department Total:</b>                   |                                | <b>1,372,000.00</b>      | <b>1,372,000.00</b>     | <b>82,880.60</b>   | <b>761,661.35</b>   | <b>610,338.65</b>                      | <b>55.51%</b>    |
| <b>Fund: 115 - Fire Fund Surplus (Deficit):</b>                      |                                | <b>0.00</b>              | <b>0.00</b>             | <b>-72,898.14</b>  | <b>467,433.79</b>   | <b>467,433.79</b>                      | <b>0.00%</b>     |
| <b>Fund: 300 - Capital Project Fund</b>                              |                                |                          |                         |                    |                     |                                        |                  |
| <b>Department: 000000 - Assigned</b>                                 |                                |                          |                         |                    |                     |                                        |                  |
| <a href="#">300-000000-380200</a>                                    | Appropriated Fund Balance      | 1,371,905.00             | 1,371,905.00            | 0.00               | 0.00                | -1,371,905.00                          | 0.00 %           |
| <a href="#">300-000000-380204</a>                                    | Appropriated From El Mar Reser | 300,000.00               | 300,000.00              | 0.00               | 0.00                | -300,000.00                            | 0.00 %           |
| <a href="#">300-000000-380207</a>                                    | Appropriated From General Fund | 500,000.00               | 500,000.00              | 0.00               | 0.00                | -500,000.00                            | 0.00 %           |
| <b>Department: 000000 - Assigned Total:</b>                          |                                | <b>2,171,905.00</b>      | <b>2,171,905.00</b>     | <b>0.00</b>        | <b>0.00</b>         | <b>-2,171,905.00</b>                   | <b>0.00%</b>     |
| <b>Department: 306000 - Miscellaneous Revenues</b>                   |                                |                          |                         |                    |                     |                                        |                  |
| <a href="#">300-306000-361100</a>                                    | Interest Earnings              | 5,000.00                 | 5,000.00                | 0.00               | 8,104.13            | 3,104.13                               | 162.08 %         |
| <a href="#">300-306000-369100</a>                                    | Miscellaneous Revenues         | 0.00                     | 0.00                    | 130,590.29         | 130,590.29          | 130,590.29                             | 0.00 %           |
| <b>Department: 306000 - Miscellaneous Revenues Total:</b>            |                                | <b>5,000.00</b>          | <b>5,000.00</b>         | <b>130,590.29</b>  | <b>138,694.42</b>   | <b>133,694.42</b>                      | <b>2,773.89%</b> |
| <b>Department: 519000 - General</b>                                  |                                |                          |                         |                    |                     |                                        |                  |
| <a href="#">300-519000-500120</a>                                    | Regular Salaries               | 82,530.00                | 82,530.00               | 5,977.98           | 55,780.50           | 26,749.50                              | 67.59 %          |
| <a href="#">300-519000-500210</a>                                    | Employer Fica Taxes            | 6,314.00                 | 6,314.00                | 457.32             | 4,267.18            | 2,046.82                               | 67.58 %          |
| <a href="#">300-519000-500220</a>                                    | Retirement                     | 23,216.00                | 23,216.00               | 1,675.55           | 15,599.43           | 7,616.57                               | 67.19 %          |
| <a href="#">300-519000-500230</a>                                    | Group Insurance                | 16,500.00                | 16,500.00               | 998.80             | 10,603.94           | 5,896.06                               | 64.27 %          |
| <a href="#">300-519000-500640</a>                                    | Capital Outlay - Equipt & Mach | 0.00                     | 0.00                    | 0.00               | 339.00              | -339.00                                | 0.00 %           |
| <b>Department: 519000 - General Total:</b>                           |                                | <b>128,560.00</b>        | <b>128,560.00</b>       | <b>9,109.65</b>    | <b>86,590.05</b>    | <b>41,969.95</b>                       | <b>67.35%</b>    |
| <b>Department: 539100 - 75th Anniversary Art Installation</b>        |                                |                          |                         |                    |                     |                                        |                  |
| <a href="#">300-539100-500630</a>                                    | Cap Outlay Imp other than bldg | 125,000.00               | 125,000.00              | 0.00               | 0.00                | 125,000.00                             | 0.00 %           |
| <b>Department: 539100 - 75th Anniversary Art Installation Total:</b> |                                | <b>125,000.00</b>        | <b>125,000.00</b>       | <b>0.00</b>        | <b>0.00</b>         | <b>125,000.00</b>                      | <b>0.00%</b>     |
| <b>Department: 541102 - Downtown Enhancement</b>                     |                                |                          |                         |                    |                     |                                        |                  |
| <a href="#">300-541102-500630</a>                                    | Cap Outlay Imp other than bldg | 2,000,000.00             | 2,000,000.00            | 42,361.57          | 1,852,681.08        | 147,318.92                             | 92.63 %          |
| <b>Department: 541102 - Downtown Enhancement Total:</b>              |                                | <b>2,000,000.00</b>      | <b>2,000,000.00</b>     | <b>42,361.57</b>   | <b>1,852,681.08</b> | <b>147,318.92</b>                      | <b>92.63%</b>    |
| <b>Department: 541103 - Opticome Emergency Vehicle System</b>        |                                |                          |                         |                    |                     |                                        |                  |
| <a href="#">300-541103-500630</a>                                    | Cap Outlay Imp other than bldg | 75,000.00                | 75,000.00               | 0.00               | 0.00                | 75,000.00                              | 0.00 %           |
| <b>Department: 541103 - Opticome Emergency Vehicle System Total:</b> |                                | <b>75,000.00</b>         | <b>75,000.00</b>        | <b>0.00</b>        | <b>0.00</b>         | <b>75,000.00</b>                       | <b>0.00%</b>     |
| <b>Department: 559025 - Bel Air - Sewall Repair - East</b>           |                                |                          |                         |                    |                     |                                        |                  |
| <a href="#">300-559025-500630</a>                                    | Cap Outlay Imp Other Than Bldg | 366,678.00               | 366,678.00              | 0.00               | 342,310.30          | 24,367.70                              | 93.35 %          |
| <b>Department: 559025 - Bel Air - Sewall Repair - East Total:</b>    |                                | <b>366,678.00</b>        | <b>366,678.00</b>       | <b>0.00</b>        | <b>342,310.30</b>   | <b>24,367.70</b>                       | <b>93.35%</b>    |
| <b>Department: 559026 - Canal Dredging</b>                           |                                |                          |                         |                    |                     |                                        |                  |
| <a href="#">300-559026-500630</a>                                    | Cap Outlay Imp Other Than Bldg | 75,000.00                | 75,000.00               | 49,026.51          | 50,426.51           | 24,573.49                              | 67.24 %          |
| <b>Department: 559026 - Canal Dredging Total:</b>                    |                                | <b>75,000.00</b>         | <b>75,000.00</b>        | <b>49,026.51</b>   | <b>50,426.51</b>    | <b>24,573.49</b>                       | <b>67.24%</b>    |

## Budget Report

For Fiscal: 2023-2024 Period Ending: 06/30/2024

|                                                                   | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity   | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|-------------------------------------------------------------------|--------------------------|-------------------------|--------------------|----------------------|----------------------------------------|-----------------|
| <b>Department: 559027 - Storm Water Rate Study</b>                |                          |                         |                    |                      |                                        |                 |
| <a href="#">300-559027-500630</a> Cap Outlay Imp Other Than Bldg  | 65,000.00                | 65,000.00               | 0.00               | 0.00                 | 65,000.00                              | 0.00 %          |
| <b>Department: 559027 - Storm Water Rate Study Total:</b>         | <b>65,000.00</b>         | <b>65,000.00</b>        | <b>0.00</b>        | <b>0.00</b>          | <b>65,000.00</b>                       | <b>0.00%</b>    |
| <b>Department: 572200 - Beach Renourishment</b>                   |                          |                         |                    |                      |                                        |                 |
| <a href="#">300-572200-500630</a> Cap Outlay Imp Other Than Bldg  | 116,667.00               | 116,667.00              | 0.00               | 300.95               | 116,366.05                             | 0.26 %          |
| <b>Department: 572200 - Beach Renourishment Total:</b>            | <b>116,667.00</b>        | <b>116,667.00</b>       | <b>0.00</b>        | <b>300.95</b>        | <b>116,366.05</b>                      | <b>0.26%</b>    |
| <b>Department: 575201 - Pedestrian Amenities</b>                  |                          |                         |                    |                      |                                        |                 |
| <a href="#">300-575201-500630</a> Cap Outlay Imp Other Than Bldg  | 75,000.00                | 75,000.00               | 0.00               | 71,285.92            | 3,714.08                               | 95.05 %         |
| <b>Department: 575201 - Pedestrian Amenities Total:</b>           | <b>75,000.00</b>         | <b>75,000.00</b>        | <b>0.00</b>        | <b>71,285.92</b>     | <b>3,714.08</b>                        | <b>95.05%</b>   |
| <b>Department: 577100 - Friedt Park</b>                           |                          |                         |                    |                      |                                        |                 |
| <a href="#">300-577100-500630</a> Cap Outlay Imp Other Than Bldg  | 700,000.00               | 700,000.00              | 0.00               | 0.00                 | 700,000.00                             | 0.00 %          |
| <b>Department: 577100 - Friedt Park Total:</b>                    | <b>700,000.00</b>        | <b>700,000.00</b>       | <b>0.00</b>        | <b>0.00</b>          | <b>700,000.00</b>                      | <b>0.00%</b>    |
| <b>Department: 579162 - El Mar Drive</b>                          |                          |                         |                    |                      |                                        |                 |
| <a href="#">300-579162-500630</a> Cap Outlay Imp Other Than Bldg  | 300,000.00               | 300,000.00              | 0.00               | 100,983.80           | 199,016.20                             | 33.66 %         |
| <b>Department: 579162 - El Mar Drive Total:</b>                   | <b>300,000.00</b>        | <b>300,000.00</b>       | <b>0.00</b>        | <b>100,983.80</b>    | <b>199,016.20</b>                      | <b>33.66%</b>   |
| <b>Department: 580300 - Entry Feature&amp;Traffic Calm</b>        |                          |                         |                    |                      |                                        |                 |
| <a href="#">300-580300-500630</a> Cap Outlay Imp Other Than Bldg  | 150,000.00               | 150,000.00              | 2,258.55           | 25,940.07            | 124,059.93                             | 17.29 %         |
| <b>Department: 580300 - Entry Feature&amp;Traffic Calm Total:</b> | <b>150,000.00</b>        | <b>150,000.00</b>       | <b>2,258.55</b>    | <b>25,940.07</b>     | <b>124,059.93</b>                      | <b>17.29%</b>   |
| <b>Department: 581100 - Interfund Transfers</b>                   |                          |                         |                    |                      |                                        |                 |
| <a href="#">300-581100-381105</a> Transfer From General Fund      | 1,000,000.00             | 1,000,000.00            | 0.00               | 750,000.00           | -250,000.00                            | 75.00 %         |
| <a href="#">300-581100-381106</a> Transfer From Parking Fund      | 1,000,000.00             | 1,000,000.00            | 0.00               | 500,000.00           | -500,000.00                            | 50.00 %         |
| <b>Department: 581100 - Interfund Transfers Total:</b>            | <b>2,000,000.00</b>      | <b>2,000,000.00</b>     | <b>0.00</b>        | <b>1,250,000.00</b>  | <b>-750,000.00</b>                     | <b>62.50%</b>   |
| <b>Fund: 300 - Capital Project Fund Surplus (Deficit):</b>        | <b>0.00</b>              | <b>0.00</b>             | <b>27,834.01</b>   | <b>-1,141,824.26</b> | <b>-1,141,824.26</b>                   | <b>0.00%</b>    |
| <b>Fund: 310 - Parking Fund</b>                                   |                          |                         |                    |                      |                                        |                 |
| <b>Department: 000000 - Assigned</b>                              |                          |                         |                    |                      |                                        |                 |
| <a href="#">310-000000-380200</a> Appropriated Fund Balance       | 0.00                     | 800,000.00              | 0.00               | 0.00                 | -800,000.00                            | 0.00 %          |
| <b>Department: 000000 - Assigned Total:</b>                       | <b>0.00</b>              | <b>800,000.00</b>       | <b>0.00</b>        | <b>0.00</b>          | <b>-800,000.00</b>                     | <b>0.00%</b>    |
| <b>Department: 302000 - Licenses &amp; Permits</b>                |                          |                         |                    |                      |                                        |                 |
| <a href="#">310-302000-313101</a> Pilop Fee                       | 20,796.00                | 20,796.00               | 0.00               | 160,000.00           | 139,204.00                             | 769.38 %        |
| <b>Department: 302000 - Licenses &amp; Permits Total:</b>         | <b>20,796.00</b>         | <b>20,796.00</b>        | <b>0.00</b>        | <b>160,000.00</b>    | <b>139,204.00</b>                      | <b>769.38%</b>  |
| <b>Department: 304000 - Charges for Services</b>                  |                          |                         |                    |                      |                                        |                 |
| <a href="#">310-304000-344500</a> Parking Permits                 | 145,000.00               | 145,000.00              | 2,408.81           | 120,636.34           | -24,363.66                             | 83.20 %         |
| <a href="#">310-304000-344520</a> Parking Agreements              | 94,024.00                | 94,024.00               | 0.00               | 94,024.00            | 0.00                                   | 100.00 %        |
| <a href="#">310-304000-344551</a> South Ocean                     | 194,000.00               | 194,000.00              | 18,443.42          | 227,319.32           | 33,319.32                              | 117.17 %        |
| <a href="#">310-304000-344552</a> Ocean Front Meters              | 320,000.00               | 320,000.00              | 41,186.17          | 352,945.58           | 32,945.58                              | 110.30 %        |
| <a href="#">310-304000-344553</a> Commercial Blvd. Meters         | 80,000.00                | 80,000.00               | 7,692.70           | 91,829.07            | 11,829.07                              | 114.79 %        |
| <a href="#">310-304000-344554</a> Parking Meters - Beach          | 219,000.00               | 219,000.00              | 16,200.56          | 159,790.19           | -59,209.81                             | 72.96 %         |
| <a href="#">310-304000-344555</a> Palm Portal- Fdg                | 95,000.00                | 95,000.00               | 11,816.00          | 101,344.86           | 6,344.86                               | 106.68 %        |
| <a href="#">310-304000-344556</a> El Prado Parking Lot            | 600,000.00               | 600,000.00              | 36,881.40          | 470,605.75           | -129,394.25                            | 78.43 %         |
| <a href="#">310-304000-344558</a> Town Hall Parking Lot           | 33,000.00                | 33,000.00               | 1,424.72           | 24,110.14            | -8,889.86                              | 73.06 %         |
| <a href="#">310-304000-344559</a> El Mar Parking Lot              | 285,000.00               | 285,000.00              | 21,619.84          | 212,842.68           | -72,157.32                             | 74.68 %         |
| <a href="#">310-304000-344560</a> A1A Parking Lot                 | 621,475.00               | 621,475.00              | 42,469.63          | 529,920.16           | -91,554.84                             | 85.27 %         |
| <a href="#">310-304000-344563</a> Bougainvilla/ Poinciana         | 195,000.00               | 195,000.00              | 17,525.43          | 214,950.20           | 19,950.20                              | 110.23 %        |
| <b>Department: 304000 - Charges for Services Total:</b>           | <b>2,881,499.00</b>      | <b>2,881,499.00</b>     | <b>217,668.68</b>  | <b>2,600,318.29</b>  | <b>-281,180.71</b>                     | <b>90.24%</b>   |
| <b>Department: 305000 - Fines &amp; Forfeitures</b>               |                          |                         |                    |                      |                                        |                 |
| <a href="#">310-305000-354100</a> Parking Fines                   | 110,000.00               | 110,000.00              | 30,920.89          | 199,703.65           | 89,703.65                              | 181.55 %        |
| <b>Department: 305000 - Fines &amp; Forfeitures Total:</b>        | <b>110,000.00</b>        | <b>110,000.00</b>       | <b>30,920.89</b>   | <b>199,703.65</b>    | <b>89,703.65</b>                       | <b>181.55%</b>  |
| <b>Department: 306000 - Miscellaneous Revenues</b>                |                          |                         |                    |                      |                                        |                 |
| <a href="#">310-306000-361100</a> Interest Earnings               | 2,000.00                 | 2,000.00                | 0.00               | 30,392.22            | 28,392.22                              | 1,519.61 %      |
| <a href="#">310-306000-362001</a> Bougainvilla Rent               | 147,600.00               | 147,600.00              | 10,900.00          | 106,322.07           | -41,277.93                             | 72.03 %         |
| <b>Department: 306000 - Miscellaneous Revenues Total:</b>         | <b>149,600.00</b>        | <b>149,600.00</b>       | <b>10,900.00</b>   | <b>136,714.29</b>    | <b>-12,885.71</b>                      | <b>91.39%</b>   |
| <b>Department: 545000 - Parking Operations</b>                    |                          |                         |                    |                      |                                        |                 |
| <a href="#">310-545000-500120</a> Regular Salaries                | 218,573.00               | 218,573.00              | 16,928.25          | 171,115.04           | 47,457.96                              | 78.29 %         |
| <a href="#">310-545000-500140</a> Overtime Salaries               | 4,000.00                 | 4,000.00                | 472.36             | 3,688.59             | 311.41                                 | 92.21 %         |

## Budget Report

For Fiscal: 2023-2024 Period Ending: 06/30/2024

|                                                        |                                | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|--------------------------------------------------------|--------------------------------|--------------------------|-------------------------|--------------------|---------------------|----------------------------------------|-----------------|
| <a href="#">310-545000-500210</a>                      | Employer Fica Taxes            | 16,721.00                | 16,721.00               | 1,031.02           | 10,489.19           | 6,231.81                               | 62.73 %         |
| <a href="#">310-545000-500220</a>                      | Retirement                     | 41,677.00                | 41,677.00               | 4,624.68           | 31,285.82           | 10,391.18                              | 75.07 %         |
| <a href="#">310-545000-500230</a>                      | Group Insurance                | 62,000.00                | 62,000.00               | 3,469.63           | 37,159.78           | 24,840.22                              | 59.94 %         |
| <a href="#">310-545000-500345</a>                      | Contractual Services           | 510,000.00               | 510,000.00              | 21,041.61          | 282,204.17          | 227,795.83                             | 55.33 %         |
| <a href="#">310-545000-500353</a>                      | Parking Alternatives           | 175,000.00               | 175,000.00              | 6,026.40           | 76,332.70           | 98,667.30                              | 43.62 %         |
| <a href="#">310-545000-500410</a>                      | Communications                 | 3,500.00                 | 3,500.00                | 164.94             | 1,464.25            | 2,035.75                               | 41.84 %         |
| <a href="#">310-545000-500430</a>                      | Electric Service               | 9,600.00                 | 9,600.00                | 551.57             | 6,262.10            | 3,337.90                               | 65.23 %         |
| <a href="#">310-545000-500431</a>                      | Water Service                  | 27,500.00                | 27,500.00               | 1,195.64           | 10,763.88           | 16,736.12                              | 39.14 %         |
| <a href="#">310-545000-500445</a>                      | Equip Rent/lease               | 5,500.00                 | 5,500.00                | 0.00               | 0.00                | 5,500.00                               | 0.00 %          |
| <a href="#">310-545000-500461</a>                      | Vehicle Maintenance            | 11,000.00                | 11,000.00               | 1,191.86           | 2,112.46            | 8,887.54                               | 19.20 %         |
| <a href="#">310-545000-500462</a>                      | Fuel                           | 25,000.00                | 25,000.00               | 0.00               | 2,799.02            | 22,200.98                              | 11.20 %         |
| <a href="#">310-545000-500463</a>                      | Service Maintenance Contracts  | 45,000.00                | 45,000.00               | 2,280.00           | 30,660.00           | 14,340.00                              | 68.13 %         |
| <a href="#">310-545000-500497</a>                      | Contingency                    | 10,000.00                | 10,000.00               | 0.00               | 0.00                | 10,000.00                              | 0.00 %          |
| <a href="#">310-545000-500506</a>                      | Printing & Binding             | 13,000.00                | 13,000.00               | 0.00               | 243.00              | 12,757.00                              | 1.87 %          |
| <a href="#">310-545000-500508</a>                      | Postage                        | 3,000.00                 | 3,000.00                | 39.92              | 219.29              | 2,780.71                               | 7.31 %          |
| <a href="#">310-545000-500510</a>                      | Office Supplies                | 1,000.00                 | 1,000.00                | 270.71             | 270.71              | 729.29                                 | 27.07 %         |
| <a href="#">310-545000-500525</a>                      | Uniform Expense                | 5,000.00                 | 5,000.00                | 0.00               | 1,992.89            | 3,007.11                               | 39.86 %         |
| <a href="#">310-545000-500532</a>                      | Signs                          | 13,000.00                | 13,000.00               | 81.24              | 8,535.05            | 4,464.95                               | 65.65 %         |
| <a href="#">310-545000-500533</a>                      | Parking Meter Parts-supplies   | 38,000.00                | 38,000.00               | 0.00               | 1,749.40            | 36,250.60                              | 4.60 %          |
| <a href="#">310-545000-500545</a>                      | Training                       | 2,000.00                 | 2,000.00                | 0.00               | 0.00                | 2,000.00                               | 0.00 %          |
| <a href="#">310-545000-500550</a>                      | Operating Expenses             | 35,000.00                | 35,000.00               | 446.14             | 13,451.03           | 21,548.97                              | 38.43 %         |
| <a href="#">310-545000-500630</a>                      | Cap Outlay Imp Other Than Bldg | 14,000.00                | 14,000.00               | 0.00               | 0.00                | 14,000.00                              | 0.00 %          |
| <a href="#">310-545000-500640</a>                      | Capital Outlay - Equipt & Mach | 50,000.00                | 50,000.00               | 0.00               | 0.00                | 50,000.00                              | 0.00 %          |
| <a href="#">310-545000-500644</a>                      | Capital Outlay-vehicles        | 22,824.00                | 22,824.00               | 0.00               | 6,871.69            | 15,952.31                              | 30.11 %         |
| <b>Department: 545000 - Parking Operations Total:</b>  |                                | <b>1,361,895.00</b>      | <b>1,361,895.00</b>     | <b>59,815.97</b>   | <b>699,670.06</b>   | <b>662,224.94</b>                      | <b>51.37%</b>   |
| <b>Department: 545152 - Land Acquisitions</b>          |                                |                          |                         |                    |                     |                                        |                 |
| <a href="#">310-545152-500611</a>                      | Land Acquisition               | 800,000.00               | 1,600,000.00            | 0.00               | 1,600,000.00        | 0.00                                   | 100.00 %        |
| <b>Department: 545152 - Land Acquisitions Total:</b>   |                                | <b>800,000.00</b>        | <b>1,600,000.00</b>     | <b>0.00</b>        | <b>1,600,000.00</b> | <b>0.00</b>                            | <b>100.00%</b>  |
| <b>Department: 581100 - Interfund Transfers</b>        |                                |                          |                         |                    |                     |                                        |                 |
| <a href="#">310-581100-500910</a>                      | Transfer To CIP Fund           | 1,000,000.00             | 1,000,000.00            | 0.00               | 500,000.00          | 500,000.00                             | 50.00 %         |
| <b>Department: 581100 - Interfund Transfers Total:</b> |                                | <b>1,000,000.00</b>      | <b>1,000,000.00</b>     | <b>0.00</b>        | <b>500,000.00</b>   | <b>500,000.00</b>                      | <b>50.00%</b>   |
| <b>Fund: 310 - Parking Fund Surplus (Deficit):</b>     |                                | <b>0.00</b>              | <b>0.00</b>             | <b>199,673.60</b>  | <b>297,066.17</b>   | <b>297,066.17</b>                      | <b>0.00%</b>    |
| <b>Report Surplus (Deficit):</b>                       |                                | <b>0.00</b>              | <b>0.00</b>             | <b>-686,027.85</b> | <b>4,279,705.21</b> | <b>4,279,705.21</b>                    | <b>0.00%</b>    |



## Group Summary

| Departmen...                                          | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|-------------------------------------------------------|--------------------------|-------------------------|--------------------|---------------------|----------------------------------------|-----------------|
| <b>Fund: 001 - General Fund</b>                       |                          |                         |                    |                     |                                        |                 |
| 000000 - Assigned                                     | 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           | 129,038.48         | 12,450,280.97       | -100,269.03                            | 99.20%          |
| 301100 - Utility Taxes                                | 1,170,700.00             | 1,170,700.00            | 114,715.95         | 856,001.16          | -314,698.84                            | 73.12%          |
| 301600 - Franchise Taxes                              | 851,799.00               | 851,799.00              | 75,809.47          | 624,081.62          | -227,717.38                            | 73.27%          |
| 302000 - Licenses & Permits                           | 145,000.00               | 145,000.00              | 12,282.80          | 141,640.04          | -3,359.96                              | 97.68%          |
| 303000 - Intergovernmental Revenues                   | 1,171,584.00             | 1,171,584.00            | 91,193.86          | 784,822.14          | -386,761.86                            | 66.99%          |
| 304000 - Charges for Services                         | 14,850.00                | 14,850.00               | 560.00             | 12,310.00           | -2,540.00                              | 82.90%          |
| 305000 - Fines & Forfeitures                          | 60,000.00                | 60,000.00               | 3,132.18           | 107,100.98          | 47,100.98                              | 178.50%         |
| 306000 - Miscellaneous Revenues                       | 298,135.00               | 298,135.00              | 88,869.34          | 656,707.03          | 358,572.03                             | 220.27%         |
| 511000 - Commission                                   | 320,171.00               | 320,171.00              | 20,489.93          | 184,600.29          | 135,570.71                             | 57.66%          |
| 511100 - Donation-Non Profits                         | 66,500.00                | 66,500.00               | 7,500.00           | 66,500.00           | 0.00                                   | 100.00%         |
| 511200 - Visitor Center                               | 148,638.00               | 148,638.00              | 4,857.66           | 48,341.30           | 100,296.70                             | 32.52%          |
| 513000 - Administration                               | 1,237,057.00             | 1,237,057.00            | 109,892.78         | 931,060.51          | 305,996.49                             | 75.26%          |
| 514000 - Town Attorney                                | 458,000.00               | 458,000.00              | 49,780.20          | 185,220.45          | 272,779.55                             | 40.44%          |
| 519000 - General                                      | 1,254,425.00             | 1,254,425.00            | 105,679.03         | 863,147.41          | 391,277.59                             | 68.81%          |
| 519100 - Tourism and Community Outreach               | 562,269.00               | 562,269.00              | 33,326.75          | 225,848.77          | 336,420.23                             | 40.17%          |
| 521000 - Police Department                            | 6,106,142.00             | 6,106,142.00            | 499,844.92         | 4,496,236.54        | 1,609,905.46                           | 73.63%          |
| 523000 - Emergency Medical Services                   | 460,000.00               | 460,000.00              | 40,250.00          | 350,749.98          | 109,250.02                             | 76.25%          |
| 524000 - Development Services                         | 861,398.00               | 861,398.00              | 37,059.26          | 498,793.20          | 362,604.80                             | 57.91%          |
| 541100 - Mun Srvsc - Public Works Div                 | 3,834,144.00             | 3,834,144.00            | 272,744.06         | 2,463,913.51        | 1,370,230.49                           | 64.26%          |
| 572000 - Recreation                                   | 113,400.00               | 113,400.00              | 8,839.79           | 84,913.30           | 28,486.70                              | 74.88%          |
| 581100 - Interfund Transfers                          | -1,350,000.00            | -1,350,000.00           | 0.00               | -675,000.00         | 675,000.00                             | 50.00%          |
| <b>Fund: 001 - General Fund Surplus (Deficit):</b>    | <b>0.00</b>              | <b>0.00</b>             | <b>-674,662.30</b> | <b>4,558,618.68</b> | <b>4,558,618.68</b>                    | <b>0.00%</b>    |
| <b>Fund: 101 - Special Revenue-Police Conf</b>        |                          |                         |                    |                     |                                        |                 |
| 521100 - Police Dept. Confiscated                     | 0.00                     | 0.00                    | 0.00               | 15,461.12           | -15,461.12                             | 0.00%           |
| <b>Fund: 101 - Special Revenue-Police Conf Total:</b> | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>15,461.12</b>    | <b>-15,461.12</b>                      | <b>0.00%</b>    |
| <b>Fund: 102 - Building Fund</b>                      |                          |                         |                    |                     |                                        |                 |
| 000000 - Assigned                                     | 115,000.00               | 115,000.00              | 0.00               | 0.00                | -115,000.00                            | 0.00%           |
| 302100 - Building Permit and Inspection               | 1,138,593.00             | 1,138,593.00            | 110,838.85         | 1,207,390.19        | 68,797.19                              | 106.04%         |
| 524100 - Building                                     | 1,253,593.00             | 1,253,593.00            | 202,444.80         | 829,939.71          | 423,653.29                             | 66.20%          |
| <b>Fund: 102 - Building Fund Surplus (Deficit):</b>   | <b>0.00</b>              | <b>0.00</b>             | <b>-91,605.95</b>  | <b>377,450.48</b>   | <b>377,450.48</b>                      | <b>0.00%</b>    |
| <b>Fund: 103 - Sewer Fund</b>                         |                          |                         |                    |                     |                                        |                 |
| 000000 - Assigned                                     | 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            | 222,657.20         | 833,244.34          | -771,972.66                            | 51.91%          |
| 306000 - Miscellaneous Revenues                       | 2,000.00                 | 2,000.00                | 0.00               | 10,027.65           | 8,027.65                               | 501.38%         |
| 535000 - Sanitary Sewers                              | 1,707,217.00             | 1,707,217.00            | 297,026.27         | 1,106,850.52        | 600,366.48                             | 64.83%          |
| <b>Fund: 103 - Sewer Fund Surplus (Deficit):</b>      | <b>0.00</b>              | <b>0.00</b>             | <b>-74,369.07</b>  | <b>-263,578.53</b>  | <b>-263,578.53</b>                     | <b>0.00%</b>    |
| <b>Fund: 115 - Fire Fund</b>                          |                          |                         |                    |                     |                                        |                 |
| 000000 - Assigned                                     | 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            | 9,257.46           | 1,129,891.32        | -5,123.68                              | 99.55%          |
| 304000 - Charges for Services                         | 37,000.00                | 37,000.00               | 725.00             | 91,316.23           | 54,316.23                              | 246.80%         |
| 306000 - Miscellaneous Revenues                       | 1,000.00                 | 1,000.00                | 0.00               | 7,887.59            | 6,887.59                               | 788.76%         |
| 522000 - Fire Department                              | 1,372,000.00             | 1,372,000.00            | 82,880.60          | 761,661.35          | 610,338.65                             | 55.51%          |
| <b>Fund: 115 - Fire Fund Surplus (Deficit):</b>       | <b>0.00</b>              | <b>0.00</b>             | <b>-72,898.14</b>  | <b>467,433.79</b>   | <b>467,433.79</b>                      | <b>0.00%</b>    |
| <b>Fund: 300 - Capital Project Fund</b>               |                          |                         |                    |                     |                                        |                 |
| 000000 - Assigned                                     | 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                | 130,590.29         | 138,694.42          | 133,694.42                             | 2,773.89%       |
| 519000 - General                                      | 128,560.00               | 128,560.00              | 9,109.65           | 86,590.05           | 41,969.95                              | 67.35%          |
| 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            | 42,361.57          | 1,852,681.08        | 147,318.92                             | 92.63%          |
| 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               | 342,310.30          | 24,367.70                              | 93.35%          |
| 559026 - Canal Dredging                               | 75,000.00                | 75,000.00               | 49,026.51          | 50,426.51           | 24,573.49                              | 67.24%          |
| 559027 - Storm Water Rate Study                       | 65,000.00                | 65,000.00               | 0.00               | 0.00                | 65,000.00                              | 0.00%           |

# Budget Report

For Fiscal: 2023-2024 Period Ending: 06/30/2024

| Departmen...                                               | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity   | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|------------------------------------------------------------|--------------------------|-------------------------|--------------------|----------------------|----------------------------------------|-----------------|
| 572200 - Beach Renourishment                               | 116,667.00               | 116,667.00              | 0.00               | 300.95               | 116,366.05                             | 0.26%           |
| 575201 - Pedestrian Amenities                              | 75,000.00                | 75,000.00               | 0.00               | 71,285.92            | 3,714.08                               | 95.05%          |
| 577100 - Friedt Park                                       | 700,000.00               | 700,000.00              | 0.00               | 0.00                 | 700,000.00                             | 0.00%           |
| 579162 - El Mar Drive                                      | 300,000.00               | 300,000.00              | 0.00               | 100,983.80           | 199,016.20                             | 33.66%          |
| 580300 - Entry Feature&Traffic Calm                        | 150,000.00               | 150,000.00              | 2,258.55           | 25,940.07            | 124,059.93                             | 17.29%          |
| 581100 - Interfund Transfers                               | 2,000,000.00             | 2,000,000.00            | 0.00               | 1,250,000.00         | -750,000.00                            | 62.50%          |
| <b>Fund: 300 - Capital Project Fund Surplus (Deficit):</b> | <b>0.00</b>              | <b>0.00</b>             | <b>27,834.01</b>   | <b>-1,141,824.26</b> | <b>-1,141,824.26</b>                   | <b>0.00%</b>    |
| <b>Fund: 310 - Parking Fund</b>                            |                          |                         |                    |                      |                                        |                 |
| 000000 - Assigned                                          | 0.00                     | 800,000.00              | 0.00               | 0.00                 | -800,000.00                            | 0.00%           |
| 302000 - Licenses & Permits                                | 20,796.00                | 20,796.00               | 0.00               | 160,000.00           | 139,204.00                             | 769.38%         |
| 304000 - Charges for Services                              | 2,881,499.00             | 2,881,499.00            | 217,668.68         | 2,600,318.29         | -281,180.71                            | 90.24%          |
| 305000 - Fines & Forfeitures                               | 110,000.00               | 110,000.00              | 30,920.89          | 199,703.65           | 89,703.65                              | 181.55%         |
| 306000 - Miscellaneous Revenues                            | 149,600.00               | 149,600.00              | 10,900.00          | 136,714.29           | -12,885.71                             | 91.39%          |
| 545000 - Parking Operations                                | 1,361,895.00             | 1,361,895.00            | 59,815.97          | 699,670.06           | 662,224.94                             | 51.37%          |
| 545152 - Land Acquisitions                                 | 800,000.00               | 1,600,000.00            | 0.00               | 1,600,000.00         | 0.00                                   | 100.00%         |
| 581100 - Interfund Transfers                               | 1,000,000.00             | 1,000,000.00            | 0.00               | 500,000.00           | 500,000.00                             | 50.00%          |
| <b>Fund: 310 - Parking Fund Surplus (Deficit):</b>         | <b>0.00</b>              | <b>0.00</b>             | <b>199,673.60</b>  | <b>297,066.17</b>    | <b>297,066.17</b>                      | <b>0.00%</b>    |
| <b>Report Surplus (Deficit):</b>                           | <b>0.00</b>              | <b>0.00</b>             | <b>-686,027.85</b> | <b>4,279,705.21</b>  | <b>4,279,705.21</b>                    | <b>0.00%</b>    |

Fund Summary

| Fund                              | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) |
|-----------------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------------------|
| 001 - General Fund                | 0.00                     | 0.00                    | -674,662.30        | 4,558,618.68       | 4,558,618.68                           |
| 101 - Special Revenue-Police Conf | 0.00                     | 0.00                    | 0.00               | -15,461.12         | -15,461.12                             |
| 102 - Building Fund               | 0.00                     | 0.00                    | -91,605.95         | 377,450.48         | 377,450.48                             |
| 103 - Sewer Fund                  | 0.00                     | 0.00                    | -74,369.07         | -263,578.53        | -263,578.53                            |
| 115 - Fire Fund                   | 0.00                     | 0.00                    | -72,898.14         | 467,433.79         | 467,433.79                             |
| 300 - Capital Project Fund        | 0.00                     | 0.00                    | 27,834.01          | -1,141,824.26      | -1,141,824.26                          |
| 310 - Parking Fund                | 0.00                     | 0.00                    | 199,673.60         | 297,066.17         | 297,066.17                             |
| Report Surplus (Deficit):         | 0.00                     | 0.00                    | -686,027.85        | 4,279,705.21       | 4,279,705.21                           |

Town of Lauderdale-by-the-Sea  
Cash and Investment Report  
as of June 30,2024

| Bank /<br>Other                  | GL<br>No. | Bank<br>No. | Account Name                | Account<br>Type                    | Bank/<br>Pool | Balance<br>6/30/2024 | Interest/<br>Avg % Yield | Interest/Chg<br>Mkt Value | Interest/<br>Year to Date |
|----------------------------------|-----------|-------------|-----------------------------|------------------------------------|---------------|----------------------|--------------------------|---------------------------|---------------------------|
| 001 General Fund:                |           |             |                             |                                    |               |                      |                          |                           |                           |
| Truist                           | 101.000   | 8015        | Master Account              | Analyzed Interest Checking         | Truist        | 10,399,203.21        | 3.50%                    | 28,957.63                 | 272,172.16                |
| Truist                           | 101.009   | 6876        | Emergency Reserve           | Public Special Money Rate Checking | Truist        | 2,528,139.35         | 3.92%                    | 8,109.83                  | 28,271.35                 |
| GENERAL FUND                     |           |             |                             | BANK SUBTOTAL                      |               | 12,927,342.56        |                          | 37,067.46                 | 300,443.51                |
| SBA                              | 101.300   | 1471-A      | General Fund Invest Acct A  | SBA Invest Pool                    | SBA           | 191,942.07           | 5.49%                    | 862.89                    | 7,819.55                  |
| SBA                              | 101.400   | 1472-A      | Emergency Reserves Acct A   | SBA Invest Pool                    | SBA           | 93,123.19            | 5.49%                    | 418.65                    | 3,793.84                  |
| GENERAL FUND                     |           |             |                             | SBA SUBTOTAL                       |               | 285,065.26           |                          | 1,281.54                  | 11,613.39                 |
| GENERAL FUND                     |           |             |                             | GRAND TOTAL                        |               | 13,212,407.82        |                          | 38,349.00                 | 312,056.90                |
| 101 Police Forfeiture & Training |           |             |                             |                                    |               |                      |                          |                           |                           |
| Truist                           | 101.100   | 9613        | Police Forfeiture Fund      | Analyzed Interest Checking         | Truist        | 198.48               | 3.50%                    | Included Above            | Included Above            |
| POLICE FUND                      |           |             |                             | TOTAL                              |               | 198.48               |                          | 0.00                      | 0.00                      |
| 103 Sewer Enterprise Fund        |           |             |                             |                                    |               |                      |                          |                           |                           |
| Truist                           | 101.105   | 9999        | Sewer Enterprise Fund       | Analyzed Interest Checking         | Truist        | 1,529,528.58         | 3.50%                    | 4,360.72                  | 33,419.01                 |
| SEWER FUND                       |           |             |                             | TOTAL                              |               | 1,529,528.58         |                          | 4,360.72                  | 33,419.01                 |
| 115 Fire Fund:                   |           |             |                             |                                    |               |                      |                          |                           |                           |
| Truist                           | 101.109   | 5379        | Fire Fund Account           | Analyzed Interest Checking         | Truist        | 1,333,000.30         | 3.50%                    | 3,663.08                  | 22,553.71                 |
| FIRE FUND                        |           |             |                             | GRAND TOTAL                        |               | 1,333,000.30         |                          | 3,663.08                  | 22,553.71                 |
| 300 Capital Improvement Fund:    |           |             |                             |                                    |               |                      |                          |                           |                           |
| Truist                           | 101.115   | 0010        | Capital Improvement Fund    | Analyzed Interest Checking         | Truist        | 634,115.34           | 3.50%                    | 1,552.67                  | 20,998.70                 |
| CAPITAL IMPROVEMENT FUND         |           |             |                             | TOTAL                              |               | 634,115.34           |                          | 1,552.67                  | 20,998.70                 |
| 310 Parking Improvement Fund     |           |             |                             |                                    |               |                      |                          |                           |                           |
| Truist                           | 101.125   | 0120        | Parking Improvement Account | Analyzed Interest Checking         | Truist        | 5,508,038.74         | 3.50%                    | 15,260.81                 | 120,035.08                |
| Truist                           | 101.128   | 8554        | PILOP Account               | Analyzed Interest Checking         | Truist        | 200.00               | 3.50%                    | Included Above            | Included Above            |
| PARKING FUND                     |           |             |                             | TOTAL                              |               | 5,508,238.74         |                          | 15,260.81                 | 120,035.08                |
| 102 Building Fund                |           |             |                             |                                    |               |                      |                          |                           |                           |
| Truist                           | 101.104   | 8686        | Building Account            | Analyzed Interest Checking         | Truist        | 1,294,751.71         | 3.50%                    | 4,071.06                  | 28,592.44                 |
| BUILDING FUND                    |           |             |                             | TOTAL                              |               | 1,294,751.71         |                          | 4,071.06                  | 28,592.44                 |
| ALL FUNDS                        |           |             |                             | GRAND TOTAL                        |               | 23,512,240.97        |                          | 67,257.34                 | 537,655.84                |

Town of Lauderdale-by-the-Sea  
Cash and Investment Report  
as of June 30, 2024

| Summary by Investment Type    | Amount               | Percent     |
|-------------------------------|----------------------|-------------|
| Interest Bearing Checking     | 23,227,175.71        | 99%         |
| Non-interest Bearing Checking | 0.00                 | 0%          |
| SBA Trust Fund/Pools          | 285,065.26           | 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%          |
| <b>GRAND TOTAL</b>            | <b>23,512,240.97</b> | <b>100%</b> |

| Summary by Fund          | Amount               | Percent     |
|--------------------------|----------------------|-------------|
| 101.000/101-400          |                      |             |
| General Fund             | 13,212,407.82        | 56%         |
| Police Fund              | 198.48               | 0%          |
| Sewer Fund               | 1,529,528.58         | 7%          |
| Fire Fund                | 1,333,000.30         | 6%          |
| Building Fund            | 1,294,751.71         | 6%          |
| Capital Improvement Fund | 634,115.34           | 3%          |
| Parking Fund             | 5,508,238.74         | 23%         |
| <b>GRAND TOTAL</b>       | <b>23,512,240.97</b> | <b>100%</b> |

| Summary by Bank/Pool                | Amount               | Percent     |
|-------------------------------------|----------------------|-------------|
| Truist                              | 23,227,175.71        | 99%         |
| Florida Prime/State Board of Admin. | 285,065.26           | 1%          |
| <b>GRAND TOTAL</b>                  | <b>23,512,240.97</b> | <b>100%</b> |



## Town Commission Agenda Item Report

**Meeting Date:** September 12, 2024

**Submitted By:** Linda Connors, Town Manager

**Submitting Department:** Administration

**Item Type:** Presentation

**Agenda Section:** TOWN MANAGER REPORT

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**Subject Title:** Town Manager Report

### Explanation:

#### 1. Waste Pro Annual Fee Increase

As per the franchise agreement in section 6.8.2 "CPI INCREASE" of the contract. Waste Pro is permitted to request a yearly increase that is tied to the CPI. No CPI adjustment shall be greater than five percent (5%). The increase that will take place on October 1st is 3.5%, which results in an increase of .79 cents per month for single family, duplex, and multifamily cart collection. This 3.5% increase will also be reflected in the cost of servicing commercial and residential dumpsters as well as compactors. The new rates will be posted on the Town's website.

#### 2. Chamber Contract

Agreement 2021-39 with the Chamber of Commerce expires on December 19th of this year. There are currently two, one year, optional renewal periods left should the Town choose to exercise them. Does the Commission wish to move forward with the renewal as stated in the contract, or would the preference be to renegotiate the contract? If the preference is for renegotiation, would the Commission like to appoint one of its members to serve as a liaison in this process?

#### 3. Coffee with a Cop Day!

Please come join our hardworking BSO team for conversation and coffee or just to say hi! On Wednesday, October 2nd between 8am to 10am at the Village Grille.

#### 4. Christmas by the Sea

Following up on comments made by previous commission members and residents, Staff wanted to broach the topic of Christmas By The Sea with our current commission members. The Town's annual holiday tree lighting ceremony is a long-standing and beloved tradition. Historically referred to as Christmas By The Sea, this celebration has been historically held on the first Wednesday of December. While the event itself includes no religious undertones, Staff recognizes that for some members of the community, the name – *Christmas* By The Sea – may resonate as a religiously themed event. After surveying 8+ neighboring municipalities,

none utilize the word “Christmas” as part of their Winter event names. Staff requests that the Commission provide direction if they would like us to explore the option of changing the name to something more season neutral and bring this back for additional discussion as a formal agenda item? Or continue to utilize the Christmas by the Sea name for the event?

#### **5. Sea Lord Update**

As you may recall, a stop work order was issued for the roof of the Sea Lord Hotel back in 2021 because of a deviation from the original site plan that was approved by the Town Commission. A stop work order was placed on the building for the roof structure while the zoning issues were resolved. After several rounds of submission and review, it has been determined that the Sea Lord Hotel can install the proposed rooftop photovoltaic solar system atop an elevated concrete roof canopy even though it exceeds the maximum height restrictions established under the Town Charter and Code of Ordinances due to the preemption in Section 163.04 of the Florida Statutes. The attached legal opinion establishes that solar panels being proposed by the property owner may be mounted atop the solar panel deck illustrated in the attached exhibit.

Except for the mounted Solar Panels extending 8” above the top of the Solar Panel Deck, the building (including the above-referenced roof modifications) is consistent with the maximum height restrictions established under the Town’s Charter and Code.

- Top of elevator is 47'- 8"
- Top of the electrical and mechanical rooms and the Solar Panel Deck are both 42'- 9"
- Top of the Solar Panels is 43'- 5" **(8 inches above the Solar Panel Deck)**

#### **6. FPL Fast Charging Stations**

The 4 Level III fast charging stations in the A1A Lot have gone live. These provide power, at a rate set by FPL, for fast charging of electric vehicles. We are thrilled to have these available to our residents and guests to "fill" up while they are patronizing our businesses.



#### **Upcoming Events**

- Founders Day Celebration on Saturday, October 5th in Friedt Park from 11am to 3pm. Come join us for some family fun and to celebrate the Town's 75th Anniversary.
- Boo By the Sea! We look forward to seeing everyone on Saturday, October 26th, from 10:00

am – 1:00pm during our annual Boo! By The Sea celebration. Stroll through the West Business Plazas and enjoy games, treats, and other family-friendly entertainment.

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**Recommendation:**

**Exhibits:** None





## Town Commission Agenda Item Report

**Meeting Date:** September 12, 2024

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

**Submitting Department:** Administration

**Item Type:** Action Item

**Agenda Section:** OLD BUSINESS

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**Subject Title:** Pier Sign Update

**Explanation:** As part of the Downtown Enhancement Project, the pier sign needed to be removed in order to accommodate the redesign of the pedestrian path and landscape beds. The sign has been stored at the Town's offsite building since that time. Staff has been working with vendors to evaluate the condition of the sign and obtain a cost for the installation. During that time period, we identified that the pole that held the sign had some rust, and it would be advisable at this time to install a new pole as well. In addition to this, the vendor recommended we upgrade the LED lighting within the sign. The total for installation and recommended repairs is approximately \$17,000, and it falls under the Town Manager's authority to approve the purchase (Section III.B of the purchasing manual). However, staff is requesting Commission consensus to move forward.

During the initial discussion of the sign, a question arose regarding ownership. The Pier owner stated that the signage was owned by them. However, no documentation was available at the meeting to substantiate this claim. The Commission then directed Staff to perform research into who owns the sign and bring this information back at a future meeting. Staff has done an extensive search throughout the Town's records, and we are unable to find any documentation of who conclusively owns the sign. Staff is requesting that the Commission provide direction regarding this from the two options below.

Option 1- The Town assumes ownership of the sign including all future maintenance and replacement needs.

Option 2- The Pier assumes ownership of the sign. Staff would recommend that if the Commission wishes to select this option, an easement agreement be drawn up to allow for the private sign to be located in the public right of way as well as establishing a maintenance agreement with the owner in which they would be responsible for all future maintenance and repair of the sign.

**Recommendation:** Staff is recommending that the Commission: 1) provide consensus to move forward with the repairs and installation of the sign 2) Direct staff as to which ownership option they prefer.

**Exhibits:** None



## Town Commission Agenda Item Report

**Meeting Date:** September 12, 2024

**Submitted By:** Linda Connors, Town Manager

**Submitting Department:** Administration

**Item Type:** Presentation

**Agenda Section:** OLD BUSINESS

---

**Subject Title:** Discussion of 2024-25 Charter Review Board Process

### Explanation:

#### Background

The Town's Charter was comprehensively rewritten, updated, and approved by the voters in 2004. It calls for a Charter review at least every twelve years.

The Charter Review Board is an advisory board created by resolution of the Town Commission pursuant to Section 7.3 of the Charter, comprised of residents serving without compensation. Their job is to review the Town Charter, address any specific issues as directed by the Town Commission, and recommend any modifications they feel are needed to the Town Commission. This process is commonly used by other municipalities but is not mandated or specifically regulated by the Charter or the Town Code.

The Charter Review Board is not an ongoing Board; it is convened for the purpose of this once every 12 years review, and members serve as long a term as the Commission decides is necessary to complete the Charter review, and prepare their recommendations. The Town Commission then receives these recommendations, and decide which ones, if any, to place on the ballot for voter approval.

The last time the Town did this in 2012, the Commission considered a range of potential issues, and directed the Charter Review Board to consider them. See **Exhibit 1**, Agenda Memo and Attachment from March 13, 2012 Town Commission meeting. The Commission had a special meeting on June 10, 2013 at which all of the changes recommended by the Charter Review Board were considered. See **Exhibit 2**, minutes of June 10, 2013 Special Commission meeting. The Commission chose to put some of the recommended changes on the 2014 ballot and rejected others. See **Exhibit 3**, Ordinance 2013-13. And the voters approved some of the changes on the 2014 ballot while rejecting others. See **Exhibits 4-7**, Summary of 2014 Charter Amendment election results, certified results, and 2014 Charter Submitted to Department of State.

The following questions were ultimately placed on the March 2014 ballot by the Town Commission:

- An alternative criteria for determining Town Manager qualifications, which was spurred by questions that had been raised concerning Connie Hoffmann's educational background (passed)
- A change to the deadline for designating the Vice Mayor to allow the newly elected Commission the option to take additional time to decide following its swearing in (passed)
- A clarification of the term limits, that no more than 14 years of service was permitted without a two-year break in service (passed)
- Creation of a procedure for a vacancy in candidacy for the Town Commission or Commissioner-Mayor positions (passed)
- Allowing a Mayor to run for Commissioner following service as Mayor if the candidate had not already served the maximum 14 years in office (failed)
- Clarify the due process applicable to and broaden the options for penalties applicable to Commissioners who allegedly violated ethics rules or standards of conduct (failed)

The Charter Review Board had also recommended the following questions, but the Commission decided not to place these on the March 2014 ballot:

- Remove Mayor voting last on a roll call vote
- Remove residency requirement for electoral districts, while preserving the current district seats
- Remove related language requiring a study of the districts
- Specify that Town Commissioner (and Mayor-Commissioner) is a part time position, and engagement in outside employment and charitable fundraising will be controlled by state law, not by the Broward County Code of Ethics
- Adopt the "plain English" version of Section 7.1 of the Charter
- Commission should consider options for changes to the Charter height limits recommended by the Board
- Amend the plain English version with specific recommended changes

## **Analysis**

The Town Commission appointed the members of this year's Charter Review Board in the spring, and the Town is preparing to launch the Board's meeting process.

### **1. Purpose of the Review**

The Charter review process allows the Town Commission and Charter Review Board to examine the existing Charter provisions, identify areas that may need revision, and address any ambiguities or outdated language. This process is a proactive measure, to ensure that our governance structure remains effective and in tune with best practices.

## **2. Role of the Commission**

The Commission may define the scope and direction of the Charter Review Board's work. The Board may undertake a comprehensive review of the entire Charter or concentrate on specific provisions as directed by the Commission. Determining the appropriate scope, whether a targeted examination or a full analysis, is an essential first step.

At the conclusion of the review, the Board's recommendations will be presented to the Commission for consideration. The Commission will determine which, if any, amendments should proceed to the Town's voters. In accordance with Section 166.031, Florida Statutes, this process requires the adoption of an ordinance, which must then be approved by a majority of voters in a referendum. This referendum may be held during a general election or a special election.

## **3. Timeline of the Charter Review**

Based on discussions with the Broward Supervisor of Elections office regarding the March 2026 election, ballot questions must be submitted by the first day of qualifying, which is typically the first working day in January in the Town. While a few municipalities are holding elections in 2025, no general elections are currently scheduled for that year. The Charter could be scheduled for a special election if desired, if no changes to Section 7.1 are proposed.

Special timing rules apply to any proposed changes to Section 7.1 of the Charter. See Section 7.1(10) of the Town Charter. Any revisions to it must be approved by a majority vote of registered voters in an election, held only during a regularly scheduled November general election or a March municipal general election. The Charter expressly prohibits any amendments or repeals of this section during special elections held at any other time.

With these legal requirements in mind, the current timeline for proposed amendments to the Charter that would allow for potential changes to Section 7.1 offers two primary election date options:

1. The first is the March 2026 general election, with ballot questions likely due by January 2026.
2. The second option is the November 2026 general election, with ballot questions expected to be due around July 2026.

However, if the voters change the date of the municipal general election to November, then only option 2 is available for a set of Charter amendments that include Section 7.1.

Because the process includes adoption of an ordinance that requires two readings and may be deferred for further consideration, we note that the Charter amendment ordinance was approved by the Town Commission at the second regular meeting of October 2013 in the last cycle, leaving ample time for timely submission to the Supervisor of Elections in January 2014 despite the end of year holidays. This additional time is prudent, and also allows additional time for the voters to become familiar with the proposals.

For proposed Charter amendments that do not involve Section 7.1, the Town has additional flexibility beyond the March/November 2026 municipal general election:

1. Amendments could be placed on the ballot for a special election called by the Town, with ballot questions typically due four to five months prior to the election date. Such special elections must be coordinated with the Supervisor of Elections' availability, but could occur at any time with their approval.
2. Alternatively, these amendments could be included in the March 2026 general municipal election, likely with a January 2026 deadline for ballot submissions.

These timelines will ensure that the Charter review process aligns with the legal requirements and election deadlines, providing clear guidance for the submission of any proposed amendments.

#### **4. Scope of Charter Review**

Finally, the Town Commission should consider whether it wants to direct the Charter Review Board to examine any specific provision of the Charter or evaluate adding any provisions to the Charter. The Town Commission could direct specific issues be considered by the Board, or simply recommend that the Board review the Charter as it sees fit and make its recommendations to the Commission.

A complicating factor this year is that, on November 5, the Town's voters will be considering whether to change the date of the Town's regular municipal elections from March to November. See Ordinance 2024-05. If the November election date is approved, the Charter questions would need to be placed on the same ballot as the Town Commission races, in November 2026. If so, then the deadline for submitting questions would be the first day of qualifying for the November 2026 election, which is likely to be July 2026.

**Recommendation:** The Town Commission should consider the above matters, and develop a recommendation on how to proceed with launching the Charter Review Board process.

#### **Exhibits:**

1. 3-13-2012 Minutes of Discussion of Possible Topics for Charter Review to Consider
2. March 13, 2012 Agenda Memo
3. Ordinance 2013-13
4. Summary of 2014 Charter Amendment Election Results
5. Certified Election Results
6. Minutes 06-10-2013 Special Meeting
7. 2014 Amended Charter



Ja

March 13, 2012 Commission Meeting

Verbatim Minutes

17a: Discussion of Possible Topic for Charter Review Board to Consider

Mayor Minnet: I believe you probably have a list started. We discussed certain things and you included that in the backup. (see attached).

Manager Hoffmann: Yes, but I may have forgotten things that the Commission wants to add.

Commissioner Brown: Just to follow up quickly on what I had said before, I read through the Charter and there is a very clearly defined timeline if the citizens present a petition to put something on a referendum. There's a process that requires a minimum of 90 days before you can vote on it. Which means in the case of a citizens initiative, it would have to be completed by July in order to get on the ballot in November, but here is nothing in the Town charter which sets a time frame for any referendums which might be proposed by the Charter Review Board. It's sort of a gray area. I raise this question because it gets into the issue of how long is this Charter Review Board going to be in operation and are they going to have a deadline for submitting their recommendations to us, which takes into account either a 90 day lag period before it can go on a referendum, or are we not going to assume that they are going to come up with anything. The one example that pops into my mind right away is the one on the Mayor's term. Let's say that the Charter Review Board decides to change the Mayor from a 2 year term to a 4 year term, you would probably want to have that up for referendum this November when we have an election scheduled, and then it would be able to take effect in time for the next Municipal election. On the other hand, if there is no time constraint on doing that, if you want to miss the next election then you don't have to worry about it. I think we need to clarify how long this board has to do its job and when are they required to come back with their report to us, and do they have to come back with their full report before we act, let's say they wanted to single out one provision that they really wanted to get on the ballot in November, could they come to us with that before their report? And just one last thing I want to point out... on 6.6 it talks about forfeiture of office. And on #2 on 6.6 it says "a Commission member or the Mayor shall forfeit the office if the person violates any standard of conduct or code of ethics established by law for public officials". This jumps right into this whole issue we are dealing with now of the County's Ethic Law. If one of us is at an event and we take a bottle of water and take a sip out of it, we have violated the Ethic law, or if one of us has a conversation with somebody, either knowingly or unknowingly, and that person is a registered lobbyist, we violated the law. Under the Town charter it says "violates any standard of conduct or



code of ethics established by law". So I would hope that the Charter Review would look at that language. It's obvious what the intent is, you don't want to have people breaking laws and serving on the Commission, but is it really your intent to throw someone off the Commission because they took a sip of water at a public meeting? I just hope that you would be able to clarify that. Those would be my only requests. Thank you.

Mayor Minnet: Thank you, Commissioner Brown. Commissioner Dodd.

Commissioner Dodd: Yes, since you are inviting other topics to be added to the list here, I personally would actually like to see the Review Board grapple with the height limit, and consider mapping a geographical area within the Town within which 3 over 1 is the legal maximum construction height. I doubt if anybody, other than a land attorney could really tell you on reading the code whether the west side of El Mar Drive qualifies as 33 or 44 feet, and it's got so confused with the coastal construction line and all the other issues there, that I would just like to see the Charter Review Board look at the Town and draw an area and say anything within that area is 3 over 1 compliance. And that I think would simplify the code enormously ..... I don't want to change the height..... I am just trying to make it easier for somebody that comes into Town and wants to buy property, and wants to look at the redevelopment that they know immediately, very simply, within this area this is what is allowed, within everywhere else in Town it's 32 feet. I think that would simplify the job and the code in a lot of areas. That is something I would like them to look at.

Mayor Minnet: Yes, the language certainly needs to be clarified and the definitions on the height limit. Thank you for bringing that up again. Commissioners, Vice Mayor, any other items? I think we hit on quite a few, but I do think it would be up to the Charter Review Board to analyze this and bring their recommendations to this body. I know we had a few items and I believe the Town Manager put them together on items that we had come through in a year .....

Town Attorney Trevarthen: There were procedural matters. do you want me to address those?

Mayor Minnet: Sure.

Town Attorney Trevarthen: The short version is basically yes to pretty much anything in the sense that our Charter doesn't constrain it. Commissioner Brown is correct in pointing out that there's one regime that applies to a citizen referendum and that there's not similar language that applies to when the Commission brings forth referenda and that's the one correction I would make. This is not the Charter Review Board putting something on the ballot. This will be an advisory committee making recommendations to this body and the Town Commission will decide whether or not to put something on the



ballot. It's not that there are not constraints, those constraints come from the Supervisor of Elections. I'm working on memory from 2010 when we looked at this issue. My guess is that somewhere around September we absolutely have to finalize, I think we may have gone to second reading, we planned to go to second reading in October, maybe early October, and we were just under the wire for the Supervisor's deadline. But there's a period of time that's necessary to actually print the ballot and make it possible for it to be on the election. So, the general idea is correct that we have to map that out and back into it, but it comes more from the election process itself rather than from our charter. And then whether you want to split it up, or whatever you want to charge the Charter Review Board to do, that's really at the discretion of this Town Commission.

Mayor Minnet: Commissioner Brown, does that answer your question?

Commissioner Brown: Yes.

Mayor Minnet: Town Manager, I think we've added the items we need to add to submit to the Charter Review Board.

Town Manager Hoffmann: Mayor, I believe we need, as a Commission to outline the time frame that you want the recommendations to come back from the Charter Review Board.

Mayor Minnet: Can you find out how long the first Charter Review Board was in session?

Town Clerk White: It was 8 months.

Mayor Minnet: It took a long time because it was chapter by chapter. It didn't seem like a long time, because there was so much to go over. We looked at the language in the Charter... we looked at do you want to make the charter so constrictive, or how do you want to work with it? It's a very lengthy process. There are good people on the Board that would bring good ideas. So I would say 8 months is the time they would need.

Commissioner Dodd: I think we should leave it to the Charter Review Board to have their first meeting, because I agree that there will be issues that we might get onto the ballot for the next election, and they might want to come back to us with a recommendation for a few items that we can do at the next election and as you say, the Charter Review is going to take a length of time in order for them to study it in the depths that we are asking them to do, and it may well take longer, so we got to be aware that we may get something for this ballot and something for the next ballot.

Mayor Minnet: That's fine, if you want to leave it up the Charter Review Board and maybe give them the outline from the original Charter Review Board so they know how that was designed.

Mayor Minnet: Town Manager does that complete the information?

Town Manager Hoffmann: Yes.

End of discussion

Item No. 17a 86**AGENDA ITEM MEMORADUM****Town Manager**

Department

**Connie Hoffmann**

Department Director

| COMMISSION MEETING DATE (*) - 7:00 PM            | Deadline to Town Clerk |
|--------------------------------------------------|------------------------|
| <input type="checkbox"/> Feb 28, 2012            | Feb 17                 |
| <input checked="" type="checkbox"/> Mar 13, 2012 | Mar 2                  |
| <input type="checkbox"/> Mar 27, 2012            | Mar 16                 |
| <input type="checkbox"/> April 10, 2012 *        | Mar 30                 |
| <input type="checkbox"/> April 24, 2012          | Apr 13                 |

**\*Subject to Change**

- |                                       |                                         |                                       |                                                  |
|---------------------------------------|-----------------------------------------|---------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports        | <input type="checkbox"/> Consent      | <input type="checkbox"/> Ordinance               |
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input checked="" type="checkbox"/> New Business |

☐ **FY2012 DESIGNATED HIGH PRIORITY ITEM - PRIORITY TOPIC****SUBJECT TITLE: DISCUSSION OF POSSIBLE TOPICS FOR CHARTER REVIEW BOARD TO CONSIDER**

**EXPLANATION:** The Commission had asked the Town Attorney and I to keep lists of topics for possible review by the Charter Review Board. Below is our combined list, the majority of which were supplied by the Town Attorney.

- Review certain land use provisions, including:
  - Clarify how to measure height
  - Clarify what it means to "rezone for any other use"
  - Changes that would support our Comprehensive Plan goals to support hotels and discourage the conversion of hotels to residential uses.
- Add procedure for candidate withdrawal following qualification per statute.
- Determine whether to sunset residential electoral districts (as in ballot question in 2004). If not, future redistricting needs to be addressed. On the latter point, consider changing Charter language that dictates that a university must be used to do the districts study.
- Broaden qualifications for Town Manager.
- Remove residential uses from prime hotel areas – or revise language to be clear that we can remove uses by ordinance without a referendum.
- Consider not specifying that the Vice Mayor must be selected on a particular date.
- Length of Mayoral term of office.

This list is simply provided as food for thought for the Commission in developing specific assignments to the Charter Advisory Board, if you wish to take that route.

Reviewed by Town Attorney

☐ Yes ☐ No

Town Manager Initials

CH



**Topics for the Charter Review Board to Consider:**

1. Clarify the meaning of the language in 6.6 (2) of the Town Charter (forfeiture of office with regards to ethics)
2. Clarify the height limit as it is difficult to interpret. Consider mapping a geographical area within the Town, within which 3 over 1 is the legal maximum construction height, and everywhere else is 32 feet.
3. Review and clarify what it means to “rezone for any other use”.
4. Review land use changes that would support our Comprehensive Plan goals to support hotels and discourage the conversion of hotels to residential uses.
5. Add procedure for candidate withdrawal following qualification per statute.
6. Determine whether to sunset residential electoral districts (as in ballot question 2004, attached). If not, future redistricting needs to be addressed. On the latter point, consider changing Charter language that dictates that a university must be used to do the districts study.
7. Broaden qualifications for Town Manager.
8. Remove residential uses from prime hotel areas – or revise language to be clear that we can remove uses by ordinance without a referendum.
9. Consider not specifying that the Vice Mayor must be selected on a particular date.
10. Length of Mayoral term of office.

**LAUDERDALE-BY-THE-SEA  
SAMPLE BALLOT**

**OFFICIAL MUNICIPAL GENERAL ELECTION  
BROWARD COUNTY, FLORIDA  
MARCH 9, 2004**

**MAYOR  
LAUDERDALE-BY-THE-SEA**  
(Vote for ONE)

Susan Mary BEATTY  
Beverly KENNEDY  
Oliver PARKER

**TOWN COMMISSIONER  
LAUDERDALE-BY-THE-SEA**  
(Vote for TWO)

Chuck CLARK  
Cindy GEESEY  
John THOMPSON  
John YANNI

**LAUDERDALE-BY-THE-SEA – 1**

**DESIGNATION OF TOWN COMMISSIONER SEATS ONE THROUGH FOUR BY DISTRICT**

The Charter provides for electing Commissioners without regard to where they live in the Town. Should the Charter be amended to establish four seats elected at large but from districts; Seat 1 representing the northern district and Seat 2, representing the southern district, elected in 2006; and seats three, representing a northern district and seat four, representing the southern district, elected in 2008; with district residency requirements ending in 2018?

YES  
NO

**LAUDERDALE-BY-THE-SEA – 2**

**INCREASE THE TERM OF OFFICE FOR MAYOR-COMMISSIONER FROM TWO YEARS TO  
FOUR YEARS**

The current Town Charter provides that the Mayor-commissioner serves a term of two years. Should the Town Charter be amended to provide that the Mayor-commissioner shall serve a four-year term, consistent with the four-year term of Commissioners, commencing with the General Municipal Election of 2004?

YES  
NO

Page 1 of 2  
Public Count: 0

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**ORDINANCE NO. 2013-13**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF PROPOSED AMENDMENTS TO THE TOWN CHARTER, PURSUANT TO SECTION 166.031, FLORIDA STATUTES, FOLLOWING TOWN COMMISSION REVIEW AND CONSIDERATION OF CHARTER AMENDMENTS RECOMMENDED BY THE CHARTER REVIEW BOARD IN ACCORDANCE WITH SECTION 2.7 OF THE TOWN CHARTER; SUBMITTING PROPOSED CHARTER AMENDMENTS CONCERNING AMENDMENT OF SECTION 5.3 "TOWN MANAGER-APPOINTMENT, QUALIFICATIONS AND COMPENSATION," SECTION 6.2 "VICE MAYOR AND ACTING MAYOR PRO-TEM," SECTION 6.3 "QUALIFICATIONS OF MEMBERS OF TOWN COMMISSION," SECTION 6.6 "FORFEITURE OF OFFICE," SECTION 6.7 "FORFEITURE HEARING AND PROCESS," AND CREATION OF SECTION 6.10 "VACANCY IN CANDIDACY FOR MAYOR-COMMISSIONER OR COMMISSIONER;" CALLING A SPECIAL ELECTION ON THE PROPOSED CHARTER AMENDMENTS TO BE HELD ON TUESDAY, THE 11TH DAY OF MARCH 2014, IN CONJUNCTION WITH THE GENERAL ELECTION BEING HELD ON SAID DATE; PROVIDING FOR VOTING AT THE POLLS; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR INCLUSION IN THE CHARTER, SEVERABILITY AND FOR AN EFFECTIVE DATE.**

33       **WHEREAS,** pursuant to Section 2.7 of the Town Charter, the Charter Review Board has  
34 determined that certain revisions are needed to the Town Charter and has submitted its  
35 recommendation of proposed amendments to the Town Charter to the Town Commission; and

36       **WHEREAS,** pursuant to Section 2.7 of the Town Charter and Section 166.031, Florida  
37 Statutes, the Town Commission has considered the recommendation of the Charter Review  
38 Board and has determined, at the Town Commission's discretion, to submit to the electors of the

39 Town for approval or rejection only those amendments to the Town Charter (the "Charter  
40 Amendments") that are set forth herein.

41 **NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE TOWN COMMISSION**  
42 **OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AS FOLLOWS:**

43 **Section 1. Recitals Adopted.** Each of the above stated recitals is hereby adopted and  
44 confirmed.

45 **Section 2. Charter Amendments.** Pursuant to Section 2.7 of the Town Charter and  
46 Section 166.031, Florida Statutes, and subject to the approval of the electors as described in  
47 Section 8 below, the Town Charter of the Town of Lauderdale-By-The-Sea, Florida, is hereby  
48 amended as follows:<sup>1</sup>

49 \* \* \*

50  
51 **ARTICLE V. – TOWN OFFICERS AND EMPLOYEES**

52  
53 \* \* \*

54 **Sec. 5.3. - Town Manager—Appointment, qualifications and compensation.**

55  
56 The Town Commission shall appoint a Town Manager who shall be the  
57 administrative head of the municipal government under the direction and supervision of  
58 the Town Commission. The Town Manager shall hold office at the pleasure of the Town  
59 Commission. The Town Manager shall receive such compensation as determined by the  
60 Town Commission through the adoption of an appropriate resolution. The Town Manager  
61 shall be appointed by resolution approving an employment contract between the Town  
62 and the Town Manager. The Town Manager shall be appointed solely on the basis of  
63 education and experience in the accepted competencies and practices of local public  
64 management including, a graduate degree with a concentration in public administration,  
65 public affairs, public policy, or public finance and two (2) years' experience as an  
66 appointed city manager or county manager, or four (4) years' experience as an assistant or  
67 deputy city manager or assistant or deputy county manager. Alternatively, the Town

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<sup>1</sup> Proposed additions to existing Town Charter text are indicated by underline; proposed deletions from existing Town Charter text are indicated by ~~strike through~~. Changes from first reading are indicated by double underline and ~~double strike through~~, and highlighted in [REDACTED].



68       Manager shall be appointed on the basis of education and experience in the accepted  
69       competencies and practices of local public management that is determined by the Town  
70       Commission to be commensurate to those listed in the prior sentence.  
71

72                               \*       \*       \*

73  
74       **ARTICLE VI. – ELECTIONS**  
75

76                               \*       \*       \*

77       **Sec. 6.2. - Vice Mayor and acting Mayor Pro-Tem.**

78       No later than ~~On~~ the second regularly scheduled Town Commission meeting to occur Tuesday  
79       following each regular election, one (1) member of the Town Commission may be designated, by  
80       resolution, as Vice Mayor to preside in the absence of the Mayor-Commissioner. In the event  
81       that the designated Mayor-Commissioner and the Vice Mayor are absent at any meeting of the  
82       Town Commission, any member of the Town Commission may be designated by the Town  
83       Commission to act as Mayor Pro-Tem for such meeting.

84       **Sec. 6.3. - Qualifications of members of Town Commission.**

85       (1) To be eligible to hold the office of Mayor-Commissioner or Commissioner of the Town of  
86       Lauderdale-By-The-Sea, or to qualify for candidacy for Mayor-Commissioner or Commissioner,  
87       the individual shall be a bona fide resident and citizen of the Town of Lauderdale-By-The-Sea,  
88       shall have resided in the said town for the six (6) months immediately preceding the date of  
89       election, shall be a registered voter pursuant to Florida law, and shall be otherwise qualified as  
90       provided for in the Charter.

91       (2) No person may be a candidate for Commissioner, nor may be appointed to fill a vacancy as  
92       a Commissioner, if that person has served during both of the two preceding consecutive  
93       Commission terms for that seat as a Commissioner ~~or a Mayor-Commissioner or both~~, without a  
94       two year break in service.

95       (3) No person may be a candidate for Mayor-Commissioner, nor may be appointed to fill a  
96       vacancy as the Mayor-Commissioner, if that person has served during each of the three  
97       preceding consecutive Mayor-Commissioner terms as a Mayor-Commissioner.

98       (4) Service of one year or less of a term by a person who had not previously served as either a  
99       Commissioner or Mayor-Commissioner shall not be considered for purposes of term limits.

100       (5) Service for purposes of term limits shall be determined as of the time the person would take  
101       office.

102       (6) No person may be a candidate for Mayor-Commissioner or Town Commissioner, nor may be  
103       appointed to fill a vacancy as the Mayor-Commissioner or Town Commissioner, if that person  
104       has consecutively served fourteen (14) years in any combination of offices without a two year  
105       break in service.

106  
107

\* \* \*

108 **Sec. 6.6. - Forfeiture of office.**

109 A Commission member, or the Mayor-Commissioner, ~~shall forfeit the~~ is subject to penalties  
110 including forfeiture of office if the person:

111 (1) Lacks, at any time during a term of office, any qualification for the office prescribed  
112 by this Charter or general law;

113 (2) Violates any standard of conduct or code of ethics established by law for public  
114 officials;

115 (3) Is convicted of a felony while in office;

116 (4) Fails to attend four (4) consecutive regular meetings of the Town Commission without  
117 being excused by the Town Commission by formal action entered upon the minutes; or

118 (5) Becomes incapable of performing the duties of the office for a period of more than  
119 three (3) months.

120 In all circumstances arising under this section, the Town Commission shall be the judge of its  
121 own membership.

122 **Sec. 6.7. - Forfeiture hearing and process.**

123 A member of the Town Commission charged with conduct constituting grounds for forfeiture of  
124 his office shall be entitled to a public hearing on demand, and notice of such hearing shall be  
125 published in one or more newspapers of general circulation in the Town at least thirty days  
126 before the scheduled hearing. At that public hearing, the Commissioner in question is entitled to  
127 present evidence and must be afforded due process. The Town Commission shall be the sole  
128 judge of the qualifications of its members and shall hear all questions relating to forfeiture of a  
129 Commissioner's or Mayor-Commissioner's office, including whether or not good cause for  
130 absence has been, or may be, established. The Commissioner in question shall have the burden of  
131 establishing good cause for absence; provided, however, that any Commissioner may at any time  
132 during any duly held meeting move to establish good cause for his or her absence or the absence  
133 of any other Commissioner, from any past, present, or future meeting(s), which motion, if  
134 carried, shall be conclusive. A Commissioner whose qualifications are in question, or who is  
135 otherwise subject to forfeiture of his/her office, shall not vote on any such matters. The Town  
136 Commission may order one or more of the following penalties at a hearing based on Section  
137 6.6(2) or Section 6.6(5): forfeiture of office, censure, and a letter of instruction for the future  
138 conduct of the Commissioner. The Town Commission may order forfeiture at a hearing based  
139 on Section 6.6(1), (3) or (4). Any final determination by the Town Commission that a  
140 Commissioner or the Mayor-Commissioner has forfeited his or her office, or to censure or issue  
141 a letter of instruction to the Commissioner in question, shall be made by resolution approved by  
142 a unanimous vote of the remaining members of the Town Commission. All votes and other acts

of the Commissioner in question prior to the effective date of such resolution shall be valid regardless of the grounds of forfeiture.

\* \* \*

**Sec. 6.10. - Vacancy in candidacy for Mayor-Commissioner or Commissioner.**

(a) *Withdrawal.* A candidate for Mayor-Commissioner or Commissioner may withdraw at any time prior to the election by filing a sworn, executed statement of withdrawal with the Town Clerk.

(b) *Effect of death, withdrawal or removal where candidate remains on the ballot.*

(1) *No supplemental qualifying period.* (i) If the death, withdrawal or removal from the ballot of a qualified candidate or candidates for office following the end of the qualifying period leaves less than two candidates for that office, and at least twenty five (25) days remain before the election, the qualifying period for that office shall be reopened for five (5) days. The supplemental qualifying period shall begin on the day following the day that the vacancy occurs. Notice of the supplemental qualifying period shall be posted by the Town Clerk.

(ii) ~~If fewer than twenty five (25) days remain before the election, no supplemental qualifying period shall be provided. The remaining candidate shall be declared elected and no election shall be held for that office.~~

(2) *Changes in ballot.* The name of any qualified candidate who has withdrawn, died or been removed from the ballot shall not be printed on the ballot. If the ballot cannot be changed, any votes for that candidate shall be null and void. ~~All candidates qualified during a supplemental qualifying period shall be placed on the ballot along with the remaining candidate, if possible.~~

(3) *Treatment of any remaining candidate.* ~~Where a single candidate remains for an office, the remaining candidate for that office shall not be required to re-qualify for election or pay a second qualifying fee. The remaining candidate shall not be declared an unopposed candidate by the Town Clerk unless no additional candidate qualifies for election during the supplemental qualifying period. If declared unopposed, the remaining candidate shall be declared elected by operation of law.~~

(c) *Effect of death, withdrawal or removal where no candidate remains on the ballot.* Should a vacancy in candidacy leave no candidate remaining for an office after the conclusion of the qualifying period and any supplemental qualifying period but before the election, the resulting vacancy shall be handled as provided in Section 6.8 of the Charter.

\* \* \*



**Section 3. Election Called.** A special election is hereby called for Tuesday, March 11, 2014, in conjunction with the general election being held on said date, to present to the qualified electors of the Town of Lauderdale-By-The-Sea (the "Town"), each of the ballot questions provided in Section 4 of this Ordinance.

**Section 4. Form of Ballot.** The form of ballot for the Charter Amendments provided for in Section 2 of this Ordinance shall be substantially as follows:

(1) CREATE ALTERNATIVE STANDARD FOR TOWN COMMISSION TO DETERMINE TOWN MANAGER QUALIFICATIONS

The Charter currently identifies qualifications for the Town Manager, including specifically identified levels of education and experience establishing acceptable competencies and practices of local public management experience.

Shall the Charter be amended to give the Town Commission the option to determine that other levels of education and experience are acceptable because they are comparable to the identified levels?

YES [ ]

NO [ ]

(2) CHANGE TIME FOR TOWN COMMISSION TO DESIGNATE THE VICE-MAYOR

The Charter currently provides that the Town Commission must designate a Vice Mayor on the second Tuesday following each regular election.

Shall the Charter be amended to provide that the Town Commission designate a Vice-Mayor no later than the second regularly scheduled Town Commission meeting following each regular election?

YES [ ]

218  
219 NO [ ]  
220  
221

222 (3) ALLOW MAYOR-COMMISSIONER TO RUN FOR  
223 TOWN COMMISSIONER AFTER REACHING TERM  
224 LIMIT AS MAYOR-COMMISSIONER  
225

226 The Charter currently prohibits a Mayor-Commissioner from  
227 running for Town Commissioner immediately following three  
228 consecutive terms of service as Mayor-Commissioner.  
229

230 Shall the Charter be amended to allow future Mayor-  
231 Commissioners to run for Town Commissioner without a two-year  
232 break in service?  
233

234 YES [ ]  
235

236 NO [ ]  
237  
238

239 (4) ESTABLISH MAXIMUM CONSECUTIVE TERM  
240 LIMIT FOR SERVICE AS MAYOR-COMMISSIONER  
241 AND TOWN COMMISSIONER  
242

243 The Charter currently limits service as a Mayor-Commissioner to  
244 three terms and service as a Town Commissioner to two terms, but  
245 does not limit continuous service alternating between the two  
246 offices.  
247

248 Shall the Charter be amended to provide that no person may be  
249 elected or appointed as Mayor-Commissioner or Town  
250 Commissioner if that person has served a total of fourteen years in  
251 any combination of offices, without a two year break in service?  
252

253 YES [ ]  
254

255 NO [ ]  
256  
257

258 (5) AMEND PROCEDURES AND PENALTIES  
259 APPLICABLE TO ALLEGED COMMISSIONER  
260 VIOLATIONS  
261

262 The Charter currently provides that, if the Town Commission finds  
263 that one of its members has committed certain acts, that  
264 Commissioner shall forfeit office.

265  
266 Shall the Charter be amended to clarify the due process  
267 requirements for such hearings, and to allow the Commission to  
268 consider lesser penalties (censure and a letter of instruction) for  
269 violation of any standard of conduct or code of ethics established  
270 by law and for incapacity for three or more months?

271  
272 YES [ ]

273  
274 NO [ ]

275  
276  
277 (6) CREATE PROCEDURES FOR VACANCIES IN  
278 CANDIDACY FOR TOWN ELECTED OFFICE

279  
280 Section 166.031(6), Florida Statutes, requires that local  
281 governments create a procedure to address vacancies in candidacy  
282 before an election.

283  
284 Shall the Charter be amended to add procedures related to  
285 candidate vacancies including procedures for withdrawal,  
286 supplemental qualifying periods, treatment of remaining  
287 candidates, and effects of death, withdrawal or removal of  
288 candidates?

289  
290 YES [ ]

291  
292 NO [ ]

293  
294 **Section 5. Vote at Polls.** Balloting shall be conducted between the hours of 7 A.M. and

295 7 P.M. on the date of the election, and early and absentee balloting shall also be permitted as  
296 provided in conjunction with the general election. Polling places shall be those polling places  
297 provided for the general election for the electors of the Town, pursuant to applicable laws. All  
298 qualified Town electors who are timely registered in accordance with law shall be entitled to  
299 vote. The Town Clerk is authorized to obtain any necessary election administration services



from the Broward County Supervisor of Elections. The County registration books shall remain open at the Office of the Broward County Supervisor of Elections office until February 10, 2014, as provided by law, at which date the registration books shall close in accordance with the provisions of the general election laws. The Town Clerk and the Broward County Supervisor of Elections are hereby each authorized to take all appropriate action necessary to carry into effect and accomplish the electoral provisions of this Ordinance. This Charter Amendment election shall be canvassed by the County Canvassing Board unless otherwise provided by law.

**Section 6. Notice of Special Election.** Notice of said special election shall be published in accordance with Section 100.342, Fla. Stat., in a newspaper of general circulation within the Town at least 30 days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing Sunday, February 2, 2014), and the second publication to be in the third week prior to the election (to-wit: during the week commencing Sunday, February 16, 2014), and shall be in substantially the following form:

**"NOTICE OF SPECIAL ELECTION**

PUBLIC NOTICE IS HEREBY GIVEN THAT, PURSUANT TO ORDINANCE NO. 2013-13 ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA (THE "TOWN"), A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE TOWN, IN CONJUNCTION WITH THE GENERAL ELECTION, ON TUESDAY, THE 11TH DAY OF MARCH 2014, BETWEEN THE HOURS OF 7 A.M. AND 7 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSALS SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN:

- (1) CREATE ALTERNATIVE STANDARD FOR TOWN COMMISSION TO DETERMINE TOWN MANAGER QUALIFICATIONS

The Charter currently identifies qualifications for the Town Manager, including specifically identified levels of education and experience establishing acceptable competencies and practices of local public management experience.

Shall the Charter be amended to give the Town Commission the option to determine that other levels of education and experience are acceptable because they are comparable to the identified levels?

YES [ ]

NO [ ]

(2) CHANGE TIME FOR TOWN COMMISSION TO DESIGNATE THE VICE-MAYOR

The Charter currently provides that the Town Commission must designate a Vice Mayor on the second Tuesday following each regular election.

Shall the Charter be amended to provide that the Town Commission designate a Vice-Mayor no later than the second regularly scheduled Town Commission meeting following each regular election?

YES [ ]

NO [ ]

(3) ALLOW MAYOR-COMMISSIONER TO RUN FOR TOWN COMMISSIONER AFTER REACHING TERM LIMIT AS MAYOR-COMMISSIONER

The Charter currently prohibits a Mayor-Commissioner from running for Town Commissioner immediately following three consecutive terms of service as Mayor-Commissioner.

Shall the Charter be amended to allow future Mayor-Commissioners to run for Town Commissioner without a two-year break in service?

374 YES [ ]

375  
376 NO [ ]

377  
378  
379 (4) ESTABLISH MAXIMUM CONSECUTIVE TERM  
380 LIMIT FOR SERVICE AS MAYOR-COMMISSIONER  
381 AND TOWN COMMISSIONER  
382

383 The Charter currently limits service as a Mayor-Commissioner to  
384 three terms and service as a Town Commissioner to two terms, but  
385 does not limit continuous service alternating between the two  
386 offices.  
387

388 Shall the Charter be amended to provide that no person may be  
389 elected or appointed as Mayor-Commissioner or Town  
390 Commissioner if that person has served a total of fourteen years in  
391 any combination of offices, without a two year break in service?  
392

393 YES [ ]

394  
395 NO [ ]

396  
397  
398 (5) AMEND PROCEDURES AND PENALTIES  
399 APPLICABLE TO ALLEGED COMMISSIONER  
400 VIOLATIONS  
401

402 The Charter currently provides that, if the Town Commission finds  
403 that one of its members has committed certain acts, that  
404 Commissioner shall forfeit office.  
405

406 Shall the Charter be amended to clarify the due process  
407 requirements for such hearings, and to allow the Commission to  
408 consider lesser penalties (censure and a letter of instruction) for  
409 violation of any standard of conduct or code of ethics established  
410 by law and for incapacity for three or more months?  
411

412 YES [ ]

413  
414 NO [ ]

(6) CREATE PROCEDURES FOR VACANCIES IN  
CANDIDACY FOR TOWN ELECTED OFFICE

Section 166.031(6), Florida Statutes, requires that local governments create a procedure to address vacancies in candidacy before an election.

Shall the Charter be amended to add procedures related to candidate vacancies including procedures for withdrawal, supplemental qualifying periods, treatment of remaining candidates, and effects of death, withdrawal or removal of candidates?

YES [ ]

NO [ ]

**Polling place information, the enabling Ordinance including the full text of the proposed Town Charter Amendments and the ballot questions, are available at the office of the Town Clerk, located at 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308.**

\_\_\_\_\_  
Town Clerk

**Section 7. Copies.** Copies of this Ordinance proposing the Charter Amendments are on file at the offices of the Town Clerk located at 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308, and are available for public inspection during regular business hours.

**Section 8. Effectiveness.** Each Charter Amendment provided for in Section 2 of this Ordinance shall become effective if the majority of the qualified electors voting on that specific Charter Amendment, as described in the ballot summaries of Section 4 of this Ordinance, vote for its adoption. Each Charter Amendment shall be considered adopted and effective upon certification of the election results. Following adoption of the Charter Amendment(s), the Town Clerk shall incorporate the adopted Charter Amendment(s) into the Town Charter and shall file

the revised Town Charter with the Office of the Secretary of State as required by Section 166.031, Florida Statutes.

**Section 9. Inclusion in the Town Charter.** Subject to the requirements of Section 8 above, it is the intention of the Town Commission and it is hereby provided that the Charter Amendments shall become and be made a part of the Charter of the Town of Lauderdale-By-The-Sea, Florida, and that the Sections of this Ordinance may be renumbered or relettered to accomplish such intention.

**Section 10. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not effect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

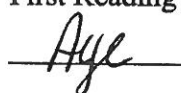
**Section 11. Effective Date of Ordinance.** This Ordinance shall become effective immediately upon adoption hereof on second reading.

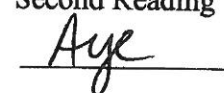
**PASSED AND ADOPTED** on First Reading this 10th day of September, 2013.

**PASSED AND FINALLY ADOPTED** on Second Reading this 22nd day of October, 2013.

  
Mayor Roseann Minnet

Mayor Minnet

First Reading  


Second Reading  


478 Vice-Mayor Sasser  
479 Commissioner Brown  
480 Commissioner Dodd  
481 Commissioner Vincent

Aye Aye  
Aye Aye  
Aye Aye  
Aye Aye

482  
483 Attest:

484 Vanessa Castillo  
485  
486  
487 Town Clerk Vanessa Castillo, CMC  
488

489 Approved as to form:

490 Susan L. Trevarthen  
491  
492  
493 Susan L. Trevarthen, Town Attorney

#### CERTIFICATION

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

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

1<sup>st</sup> day of April, 20 14  
Jecha Smith Deputy Town clerk



## Charter Amendments That Passed:

### (1) CREATE ALTERNATIVE STANDARD FOR TOWN COMMISSION TO DETERMINE TOWN MANAGER QUALIFICATIONS

The Charter currently identifies qualifications for the Town Manager, including specifically identified levels of education and experience establishing acceptable competencies and practices of local public management experience.

Shall the Charter be amended to give the Town Commission the option to determine that other levels of education and experience are acceptable because they are comparable to the identified levels?

#### **Sec. 5.3. - Town Manager—Appointment, qualifications and compensation.**

. . . . The Town Manager shall be appointed solely on the basis of education and experience in the accepted competencies and practices of local public management including, a graduate degree with a concentration in public administration, public affairs, public policy, or public finance and two (2) years' experience as an appointed city manager or county manager, or four (4) years' experience as an assistant or deputy city manager or assistant or deputy county manager. Alternatively, the Town Manager shall be appointed on the basis of education and experience in the accepted competencies and practices of local public management that is determined by the Town Commission to be commensurate to those listed in the prior sentence.

### (2) CHANGE TIME FOR TOWN COMMISSION TO DESIGNATE THE VICE MAYOR

The Charter currently provides that the Town Commission must designate a Vice Mayor on the second Tuesday following each regular election.

Shall the Charter be amended to provide that the Town Commission designate a Vice Mayor no later than the second regularly scheduled Town Commission meeting following each regular election?

#### **Sec. 6.2. - Vice Mayor and acting Mayor Pro-Tem.**

No later than ~~On~~ the second regularly scheduled Town Commission meeting to occur Tuesday following each regular election, one (1) member of the Town Commission may be designated, by resolution, as Vice Mayor to preside in the absence of the Mayor-Commissioner. . . .

### (4) ESTABLISH MAXIMUM CONSECUTIVE TERM LIMIT FOR SERVICE AS MAYOR-COMMISSIONER AND TOWN COMMISSIONER

The Charter currently limits service as a Mayor-Commissioner to three terms and service as a Town Commissioner to two terms, but does not limit continuous service alternating between the two offices.

Shall the Charter be amended to provide that no person may be elected or appointed as Mayor-Commissioner or Town Commissioner if that person has served a total of fourteen years in any combination of offices, without a two year break in service?

**Sec. 6.3. - Qualifications of members of Town Commission.**

\* \* \* \* \*

(6) No person may be a candidate for Mayor-Commissioner or Town Commissioner, nor may be appointed to fill a vacancy as the Mayor-Commissioner or Town Commissioner, if that person has consecutively served fourteen (14) years in any combination of offices without a two year break in service.

**(6) CREATE PROCEDURES FOR VACANCIES IN CANDIDACY FOR TOWN ELECTED OFFICE**

Section 166.031(6), Florida Statutes, requires that local governments create a procedure to address vacancies in candidacy before an election.

Shall the Charter be amended to add procedures related to candidate vacancies including procedures for withdrawal, supplemental qualifying periods, treatment of remaining candidates, and effects of death, withdrawal or removal of candidates?

**Sec. 6.10. - Vacancy in candidacy for Mayor-Commissioner or Commissioner.**

(a) Withdrawal. A candidate for Mayor-Commissioner or Commissioner may withdraw at any time prior to the election by filing a sworn, executed statement of withdrawal with the Town Clerk.

(b) Effect of death, withdrawal or removal where candidate remains on the ballot.

(1) No supplemental qualifying period. If the death, withdrawal or removal from the ballot of a qualified candidate or candidates for office following the end of the qualifying period leaves less than two candidates for that office, the remaining candidate shall be declared elected and no election shall be held for that office.

(2) Changes in ballot. The name of any qualified candidate who has withdrawn, died or been removed from the ballot shall not be printed on the ballot. If the ballot cannot be changed, any votes for that candidate shall be null and void.

(c) Effect of death, withdrawal or removal where no candidate remains on the ballot. Should a vacancy in candidacy leave no candidate remaining for an office after the conclusion of the qualifying period, the resulting vacancy shall be handled as provided in Section 6.8 of the Charter.

## **Charter Amendments That Failed:**

### **(2) ALLOW MAYOR-COMMISSIONER TO RUN FOR TOWN COMMISSIONER AFTER REACHING TERM LIMIT AS MAYOR-COMMISSIONER**

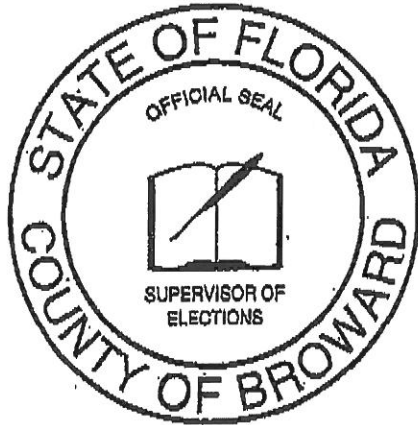
The Charter currently prohibits a Mayor-Commissioner from running for Town Commissioner immediately following three consecutive terms of service as Mayor-Commissioner.

Shall the Charter be amended to allow future Mayor-Commissioners to run for Town Commissioner without a two-year break in service?

### **(5) AMEND PROCEDURES AND PENALTIES APPLICABLE TO ALLEGED COMMISSIONER VIOLATIONS**

The Charter currently provides that, if the Town Commission finds that one of its members has committed certain acts, that Commissioner shall forfeit office.

Shall the Charter be amended to clarify the due process requirements for such hearings, and to allow the Commission to consider lesser penalties (censure and a letter of instruction) for violation of any standard of conduct or code of ethics established by law and for incapacity for three or more months?



**DR. BRENDA C. SNIPES**

**SUPERVISOR OF ELECTIONS**

**BROWARD COUNTY**

**BROWARD COUNTY GOVERNMENTAL CENTER**

**FORT LAUDERDALE, FLORIDA 33301**

**Phone: (954) 712-1950**

**Fax: (954) 357-7070**

# **VOTE WITH CONFIDENCE**

## **FAX TRANSMISSION COVER SHEET**

TO: Municipal Clerks FAX#: \_\_\_\_\_

FROM: Andrea C. Perri NUMBER OF PAGES: \_\_\_\_\_ DATE: 03/13/14  
INCLUDING COVER SHEET

REGARDING: Official Results for the March 11, 2014 Municipal Election.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR TRANSMISSION PROBLEMS PLEASE CALL (954) 712-1950**

THERE ARE BRANCH OFFICES LOCATED THROUGHOUT THE COUNTY FOR  
YOUR CONVENIENCE. PLEASE CALL (954) 357-7050 FOR THE LOCATION OF  
THE OFFICE NEAREST YOU.

## SUMMARY REPT-GROUP DETAIL

MUNICIPAL GENERAL  
BROWARD COUNTY, FLORIDA  
MARCH 11, 2014

LAUDERDALE BY THE SEA

RUN DATE:03/13/14 04:24 PM

REPORT-EL45A PAGE 001

|                                                | TOTAL VOTES | %      | EDAY 200 | EDAY IVO | ABSENTEE | PROVISION |
|------------------------------------------------|-------------|--------|----------|----------|----------|-----------|
| PRECINCTS COUNTED (OF 2)                       | 2           | 100.00 |          |          |          |           |
| REGISTERED VOTERS - TOTAL                      | 5,170       |        |          |          |          |           |
| BALLOTS CAST - TOTAL                           | 1,154       |        | 715      | 0        | 439      | 0         |
| VOTER TURNOUT - TOTAL                          |             | 22.32  |          |          |          |           |
| COMMISSIONER SEAT 1 DISTRICT 1 LAUD-BY-THE-SEA |             |        |          |          |          |           |
| Vote for 1                                     |             |        |          |          |          |           |
| Birute Ann Clotney                             | 445         | 39.24  | 272      | 0        | 173      | 0         |
| Elliot Sokolow                                 | 486         | 42.86  | 284      | 0        | 202      | 0         |
| Eric Yankwitt                                  | 203         | 17.90  | 153      | 0        | 50       | 0         |
| LAUDERDALE-BY-THE-SEA 1                        |             |        |          |          |          |           |
| Vote for 1                                     |             |        |          |          |          |           |
| YES/SI/WI                                      | 703         | 63.11  | 457      | 0        | 246      | 0         |
| NO/NO/NON                                      | 411         | 36.89  | 230      | 0        | 181      | 0         |
| LAUDERDALE-BY-THE-SEA 2                        |             |        |          |          |          |           |
| Vote for 1                                     |             |        |          |          |          |           |
| YES/SI/WI                                      | 658         | 60.59  | 387      | 0        | 271      | 0         |
| NIO/NO/NON                                     | 428         | 39.41  | 289      | 0        | 139      | 0         |
| LAUDERDALE-BY-THE-SEA 3                        |             |        |          |          |          |           |
| Vote for 1                                     |             |        |          |          |          |           |
| YES/SI/WI                                      | 372         | 35.16  | 236      | 0        | 136      | 0         |
| NO/NO/NON                                      | 686         | 64.84  | 429      | 0        | 257      | 0         |
| LAUDERDALE-BY-THE-SEA 4                        |             |        |          |          |          |           |
| Vote for 1                                     |             |        |          |          |          |           |
| YES/SI/WI                                      | 737         | 67.49  | 420      | 0        | 317      | 0         |
| NO/NO/NON                                      | 355         | 32.51  | 262      | 0        | 93       | 0         |
| LAUDERDALE-BY-THE-SEA 5                        |             |        |          |          |          |           |
| Vote for 1                                     |             |        |          |          |          |           |
| YES/SI/WI                                      | 485         | 44.66  | 316      | 0        | 169      | 0         |
| NO/NO/NON                                      | 601         | 55.34  | 364      | 0        | 237      | 0         |
| LAUDERDALE-BY-THE-SEA 6                        |             |        |          |          |          |           |
| Vote for 1                                     |             |        |          |          |          |           |
| YES/SI/WI                                      | 902         | 83.13  | 560      | 0        | 342      | 0         |
| NO/NO/NON                                      | 183         | 16.87  | 119      | 0        | 64       | 0         |

COUNTY JUDGE

COUNTY COMMISSIONER

SUPERVISOR OF ELECTIONS

# **TOWN OF LAUDERDALE-BY-THE-SEA**

## **TOWN COMMISSION**

### **SPECIAL COMMISSION MEETING**

#### **MINUTES**

Jarvis Hall

**4505 Ocean Drive**

**Monday, June 10, 2013**

**6:30 P.M.**

#### **1. CALL TO ORDER, MAYOR ROSEANN MINNET**

Mayor Roseann Minnet called the meeting to order at 6:30 p.m. Also present were Vice Mayor Scot Sasser, Commissioner Mark Brown, Commissioner Stuart Dodd, Commissioner Chris Vincent, Town Attorney Susan L. Trevarthen, Town Manager Connie Hoffmann, Assistant Town Manager Bud Bentley, Finance Director Tony Bryan, Municipal Services Director Don Prince and Town Clerk Vanessa Castillo.

#### **2. PLEDGE OF ALLEGIANCE TO THE FLAG**

Mayor Minnet recognized and thanked the members of the Charter Review Board (CRB) for the time, dedication and effort that they invested in their assigned task, as these were not easy subjects; they required lengthy thought, discussions and decisions. At the end of the day, the aim was to make the Town a better place.

#### **3. PUBLIC COMMENTS**

Mayor Minnet opened the meeting for public comment.

Laurence Campbell presented copies of a prepared statement to the Town Commission and read portions of the statement into the record, noting that he was intimately involved in passing the original amendments in 2006. He said that the last page of the statement showed his recommended positions on the 17 CRB recommendations, some of which he agreed with.

Birute Ann Clotey thanked the CRB for their work in the Charter Review process, stating it appeared some Board members thought that their job was to undo some of the past referendums, hence the end result reflected in some CRB recommendations. Some of the proposed recommendations appeared to take the power away from residents and convey to the Town Commission, and that potentially exposed the Commission to undue pressure by developers.

Mark Furth, Chairperson for the Citizens Initiative Committee (CIC), stated the consensus of the CIC was that there was no resident support for the height, zone or



term limits changes the CRB recommended. He elaborated on reasons that he felt the Commission should leave such issues unchanged in the Charter, suggesting they focus on approving the noncontroversial items.

Cristie Furth thanked the CRB for listening to the concerns that were voiced by members of the public at its meetings, adding that the CRB could not come to a consensus on maximizing height limits and transferring zoning powers to the Commission. She disagreed that placing such items on a referendum allowed voters to decide, as the Commission's forwarding the items for a referendum created an impression of support of those items and influenced the public. She read into the record her statement of objections to changes to the Charter as put forth by the CRB, urging the Commission to encourage Town beautification and increased pedestrian activity.

Eric Yankwitt thought it was premature for the Commission to make any decision on the CRB's recommended changes without the results of the marketing survey. The opportunity to take away from residents the ability to change such matters through referendum violated the separation of powers to some degree.

With no one else wishing to speak, Mayor Minnet closed the public comments.

#### 4. CHARTER REVIEW BOARD RECOMMENDATIONS

Vice Mayor Sasser indicated the changes under sections 6.3 and 7.1 appeared to be the most contested of the proposed changes and, were they to go on a ballot, they should do so alone. He preferred to consider those first, as it might affect how he voted on other issues, specifically for items 6.3(2), 6.3(6), and all the 7.1 issues.

Mayor Minnet asked Town Attorney Trevarthen to address the residents' expressed concerns, such as those related to the overlay districts, and whether or not the claims made were included in any of the CRB's recommended Charter changes. These included comments by the public related to "overlay districts", "undoing" past amendments, "unfair", etc. She asked if the Town Attorney thought that there had been any pressure felt by members of the CRB to recommend any of the changes shown in the backup.

Town Attorney Trevarthen answered no. She noted many of the residents present attended the CRB meetings and had firsthand knowledge of those discussions, but that there were some residents present who had not, so she hoped her explanations would achieve a common understanding. She explained The Town's Charter required a Charter Review every 12 years, similar to other cities, some of the issues mentioned in the public comments were topics of CRB conversation, but not all were brought forward to the Commission. On the matter of changes to section 7.1, the CRB looked at the current Charter's prohibitions on Town Commission power, and they felt the present and specific Charter provisions went beyond the background law. She noted that the Charter stated that the Town Commission had no right to create zoning districts, change the uses allowed in those zoning districts, or to change the height limits in the zoning

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districts. Town Attorney Trevarthen stated that after several months of deliberation on the powers issues, including considering what the Commission might use those powers to do, the CRB recommended no changes, so that matter was not before the Commission.

However, she noted, there was a specific CRB change that was before the Town Commission that was related to a comment by a member of the public about the Town Commission not having the power to alter the Charter or to grant variances from the Charter. She indicated the reason the CRB recommended the removal of these statements about the Commission not amending the Charter was that they were true as a matter of law, regardless of whether they were stated in the Charter or not. Thus, they were recommended to be removed as redundant provisions, since they were listed four or five times throughout the Charter, and were felt by some to impede the legibility and ability to follow that section of the Charter.

Town Attorney Trevarthen clarified that the CRB concluded its work after a little over a year, and the end result was to bring forward recommendations; the decision to approve or disregard them was totally at the Town Commission's discretion. Where the Town Commission decided to move a CRB recommendation forward, the next step would be to draft ordinances, and there were specific procedural requirements on how to proceed. She emphasized that the only way changes to the Charter could take effect was if the voters voted them into existence, so any ordinance that supported CRB recommendations was subject to at least two readings and, if approved, it would be placed on the ballot.

On the issue of overlays, the Town Attorney indicated that Mr. Campbell was referring specifically to pages 10 to 11 of the analysis document of the plain English version of the Charter on section 7.1. She said the statement was in the current Charter, and it was not 100 percent clear if that ban on creating new categories of zoning included overlay districts. As the plain English version merely spoke about zoning districts, if there was a desire to clearly state that included overlay districts, the language could be included. The CRB neither questioned nor discussed that issue.

Mayor Minnet asked the Commissioners if they wished to make an opening statement.

Commissioner Brown inquired if there was any time limitation for the Town Commission to act on the CRB's recommendations.

Town Attorney Trevarthen answered no; the Charter Review requirement had been met, and the Commission could choose to do nothing further.

Commissioner Brown questioned if, at the present time, there were differences between the Town Charter and the Town Code when it came to the Town's height limits.

Town Attorney Trevarthen replied that there were and that it was important for people to understand this in the present conversation. It had been a frequent point of confusion

among members of the public and the CRB, as well as Town staff at various times, but there were differences between Charter height limits and Town code height limits. She mentioned an example of one of the zoning districts that was most frequently discussed was the RM25 zoning district that was mapped along El Mar Drive in the eastern side of the Town. At present, Charter height limits were determined by time; that is, if a building existed prior March 2006, there was a 44-foot height limit, and if it came into existence later, then the building was subject to a 33-foot height limit. She explained that the zoned height limit in the RM25 district was 33 feet regardless of time. Due to the limitations on Town Commission power, the only way to change that zoned height limit of 33 feet would be by a separate vote of the people.

Commissioner Brown asked if the plain English version of the Charter put forth for approval by the CRB would in any way unify the Town Charter and the Town Code when it came to the differences in each as to height limits.

Town Attorney Trevarthen answered no, the plain English version was not designed to accomplish unification of the two. When the CRB first decided to tackle Article VII, in an effort to simplify the language, she was charged by the CRB to bring them a translation. To the best of her ability, the plain English version was worded to preserve the current Charter in a way that made it easier to understand.

Commissioner Brown expressed disappointment in the way the Charter Review process unfolded, though this disappointment was not directed at the CRB, as they worked very hard and held numerous hearings that always included public input. He had high hopes going into the Charter Review process that good things would be accomplished based upon the cooperation and support from the Town residents over the past year for the renovation projects along Commercial. The hope had been for the same type of cooperation to be extended to the CRB, but this had not happened. It was a shame that the public could not support the CRB, as there were problems in the Charter that needed to be fixed. Commissioner Brown mentioned the misinformation that was spread around the Town about the CRB, some of which residents at the present meeting continued to voice, and he received examples of the misinformation via email in recent days. For example, one of the questions asked of him was why the CRB was recommending increases in the height limits, which they had not. The same misunderstanding applied to the public's questions on what they thought the CRB was recommending for term limits and giving zoning power back to the Commission. He said this was all make believe, and putting all that false information out into the community poisoned the "well" as, in the Town, perception was reality. There seemed to be no reason to put any issues up for referendum in 2014, as the situation lacked a serious demonstration of public support for any of the changes recommended by the CRB. Given the fact that there was no sense of urgency for the Commission to approve any of the CRB's recommendations, he was inclined to defer any decisions to a day when a fair and honest discussion about the Charter could be held in the Town. He might be willing to support some of the lesser changes, but he was more inclined to approve none of the changes.

Commissioner Vincent mentioned attending the last CRB meeting, at which he expressed his gratitude to the CRB members for their work on the Charter review. The CRB was put together by the Commission to define/examine certain issues in the Charter that might require a cleanup via minor changes for clarification, etc. He believed the CRB accomplished that task, noting those individuals who served on the CRB were Town residents chosen through a fair selection process.

Commissioner Dodd echoed appreciation to the CRB for their hard work and diligence, studying the intricacies of the Charter and making recommendations accordingly. He was very disappointed that the CRB was subjected to so much pressure from an organization whose aim appeared to be to stop progress and not to consider certain issues as either relevant or in need of tweaking. A number of persons approached him, asking what were the problems with the heights and term limits, and why the Commission sought to raise building heights, though he never heard any member of the Town Commission voice such a desire. When inquiring residents were given the true explanation and history as to why the Town was faced with a problem, they were unable to understand the irrational fears expressed by a select minority and their seeming opposition to any changes to the Charter. He stated if there were trust issues in the past, he was disappointed that the organization failed to reach out to the Commission or examine the achievements over the last four years before issuing the rallying calls to arms. A unified Town was important and the current situation did not set a good example for anyone thinking about volunteering to serve on Town boards.

Vice Mayor Sasser restated commendations to the CRB for the difficult task they embarked upon in the Charter review process. His reason for requesting that certain changes be taken first in the discussion was due to his belief that there had been significant work done by the CRB that could be completed at the present meeting, as there were a number of recommendations he was prepared to put forward to a referendum. When he ran for office four years prior, height limits were a top priority for everyone, and he realized no one supported raising height limits, so he gave his word that, if he were elected, he would not support raising height limits. He felt it was important for the Commission not to consider issues surrounding height limits at present, due to the controversy surrounding the CRB over the past year. Section 6.3, the Mayor/Commissioner running for Town Commissioner, and the ensuing item that went with it were also very controversial, and they needed further discussion to clarify the reasons they should be changed. Vice Mayor Sasser felt optimistic that if the Town took the right approach and earned one another's trust over time, it was possible to later consider issues that needed to be addressed to ensure that the Town remained a low-rise community as desired, while meeting the demands of change. He thought that neither sections 6.3 nor 7.1 belonged on the ballot with the other changes he supported, as he preferred that the items going to a referendum were changes that the majority of the Town could comfortably support.

Mayor Minnet thought the members of the Commission summed things up very well and thanked the CRB for all their work. She went on to open the discussion, as requested by Vice Mayor Sasser, on sections 6.3(2) and 6.3(6).

Vice Mayor Sasser sought clarification on 6.3(6) that stated: create maximum consecutive term limit of two Commission terms and three Mayoral terms, which he thought went along with section 6.3(2) that sought to allow future Mayor/Commissioners to run for Town Commissioner without a two-year break in service.

Town Attorney Trevarthen affirmed they were tied together, explaining that she interpreted the current Charter to mean that the Mayor/Commissioner could not qualify to run for election as a Commissioner immediately following service as Mayor. The CRB, by a 6-1 vote, recommended that this be changed, so that a Mayor/Commissioner had the same rights as a Commissioner; that is, he/she could run for Commissioner immediately after serving as Mayor. Under the present Charter, a Commissioner could run for Mayor/Commissioner immediately after serving as a Commissioner. It was the recommendation of the CRB that three Mayoral terms plus two Commission terms was sufficient, and at that point, a two-year break in service was needed.

Vice Mayor Sasser restated his objections to putting 6.3(2) and 6.3(6) on the ballot.

Commissioner Brown felt it was unfair for a Commissioner to be able to serve two terms on the Commission and immediately run for Mayor, yet the Mayor could not serve three terms as Mayor and then immediately run for Commissioner. But there appeared to be no public support for the recommended changes, and he had no desire to see a ballot with controversial issues, so he concurred with the views of Vice Mayor Sasser.

Commissioner Dodd commented the recommended change benefited no one presently in office, noting no one thought anyone would run for Mayor without having served as a Commissioner. As all members of the Town Commission were equal, it was only fair that any candidate wishing to serve on the Commission could run for any office up to a maximum of 14 years without a break. He stated the last eligible election should be the one that allowed the member of the Commission to reach the 14 years without exceeding that limit. He believed if it were presented in the correct form that anyone would understand the original intention regarding setting term limits.

Vice Mayor Sasser emphasized that, regardless of the outcome of the subject issue, the current Mayor would not be affected. Thus, Mayor Minnet would be voting her conscience and not her seat.

Commissioner Vincent stated he had heard no public opposition to the subject issue and he received some positive feedback, so supported the recommended changes. When the subject matter was first raised that a Mayor could run for four years, he was vehemently against it, as he felt that it was important to have an opportunity to pull a majority by the voters every two years.

Mayor Minnet quoted from Mr. Campbell's statement that he distributed to the Commission, as she felt it summed up the two items very well. Specifically, she agreed that the proposed changes righted an inequity and allowed for three seats to be voted

on every two years. She recalled when she served on the CRB, this issue was debated, and she recommended the Town maintain elections every two years, and that the Mayor's position remain at two years, so the majority of the Commission was voted on every two years. Mr. Campbell's comment that the change would not violate the existing Charter was significant, as it was all about parity. She supported moving forward with these CRB recommendations.

**Commissioner Dodd made a motion to approve section 6.3(2) to allow Mayor/Commissioners to run for Town Commission without a two year break in service, as well as section 6.3(6) to create a maximum consecutive term limit of two Commission terms and three Mayoral terms. The motion was seconded by Commissioner Vincent. The motion carried 3-2. Vice Mayor Sasser and Commissioner Brown voted no.**

Commissioner Dodd emphasized that, with the approval of the CRB recommendations and the drafting of the ordinances, the public would have at least two opportunities at the first and second reading to voice their views to the Commission. It was a very democratic process that could prevent the ordinances from passing.

Mayor Minnet reiterated the outcome on these items would not affect her, noting some of the letters she received and some the comments emailed to her were disheartening, but that was evidence of how passionate the Town was and why she loved it. She moved the discussion onto the issue of height limits contained under section 7.1.

Vice Mayor Sasser stated his hope that the Town would choose a longer process, as he felt very strongly that the matter should not be included on the March 2014 ballot. The Town was presently very busy with various capital improvement projects, and it was important that they be done correctly and they needed everyone's full attention. He said the issue of height limits would remain a controversial issue.

Commissioner Brown was unsure what it was that Vice Mayor Sasser did not wish placed on the ballot, as 7.1(1) recommended all options for change considered by the CRB to be sent to the Town Commission. He sought clarification that if it was the Vice Mayor's suggestion that the Commission should not review any of the CRB options as stated in the backup.

Vice Mayor Sasser concurred, stating one recommendation was to send all the options to the Commission for discussion, so that item could not go on the ballot. However, referring specifically to 7.1, 7.1(1), 7.1(1)(d), 7.1(1)(f), 7.1(2)(b)-(d), 7.1(3)(b)(VIII to IX), should not be put forward in any form on the March 2014 ballot. He indicated they were all related to the height limit issue that many were strongly protesting, and so they should be dealt with at a later time.

Commissioner Brown concurred.

Commissioner Dodd stated his agreement with the statements made in Mark Furth's commentary on height limits and the resulting "big box". He continued to look for an answer as to why 44 feet did not turn out to be 44 feet, and he had been fighting for a long time to maintain the 44-foot height limit, and to go back to the original setbacks, so it would be possible to have views of the ocean. It was still a puzzle as to why Minto was built with a gazebo blocking the side corridor that was supposed to give a view of the ocean. He understood that, in view of such results, there had been a loss in trust by members of the public. He recalled being one of the first during public comments to suggest tearing Oriana down because it was too big and too close to the road. Commissioner Dodd believed there was a problem, and if the videos of most meetings in 2009 were viewed, it would be abundantly clear that everyone on the dais, including the Town Attorney, believed the height limit on beach front property on El Mar Drive was 44 feet. That is, it was three over one, so the bottom floor could be washed out, and this was believed to be due to the flood regulations. He said the state had now lowered the height limit by saying the flood regulations were no longer needed, so the height limit on the ocean front was now 33 feet. It was a question of perception, where the belief was either that if the Commission moved the subject changes forward, the aim was to raise the height limit, or it was believed that the aim was to put the height limit back to where it was agreed on by the voters in 2006, that three over one was an acceptable height limit. Commissioner Dodd stated what went wrong with the overlay districts was the setbacks, the density, using the beach area to calculate the density of the building, and the amount of land that was given away. He did not feel that it was a question of raising height limits, which was what was being told to the public, making it politically unacceptable for the Commission to move forward in its attempt to rectify the problem created by the state changing the flood regulations. This was not the time to go forward with the issue, and he supported postponing it for a finite period, perhaps revisiting it in five years.

Commissioner Vincent recommended the Commission not move forward with the changes recommended under section 7.1, as the level of controversy, confusion and opposition revealed the Town was not ready to tackle this matter.

Mayor Minnet thought it at a wise choice not to move 7.1 forward, though she was unsure a time limit should be put as to when next to revisit the matter. It was better to state that the Commission preferred to take no action on any of the 7.1 items at present.

**Commissioner Dodd made a motion not to consider any of the CRB's recommended changes under section 7.1 for the present. The motion was seconded by Vice Mayor Sasser. The motion passed 5-0.**

Mayor Minnet moved the discussion to the CRB recommendations under section 5.2: Remove the language that called for the Mayor to vote last on a roll call vote, which the CRB approved with a vote of 4-3. She asked the Commission if they wished to move the item forward.



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Commissioner Dodd was happy either way, as he liked the electronic voting. He supported taking the language out of the Charter, as it was better for members of the Commission to stop, think and press the button to vote their opinion.

Vice Mayor Sasser supported leaving the language as is. After speaking with the Town Attorney, he learned that leaving the language in the Charter did not prevent the Commission from utilizing the electronic voting system. At the last Commission meeting when the electronic voting system failed, the Mayor voted last and everything went smoothly.

Commissioner Vincent stated he was comfortable leaving the language in.

Commissioner Brown remarked if he heard public support for the subject change over the next few meetings, he could approve putting it on the ballot, though he was not inclined to put small changes to a referendum unless they accompanied bigger change(s). This was a very low priority issue.

Mayor Minnet asked for and received no motion to move forward with the recommended change to section 5.2 of the Town Charter. The next item was section 5.3: Provide alternative standards for the Town Manager qualifications, for which there was a unanimous recommendation of approval by the CRB.

Commissioner Dodd asked what action could be taken or what penalty could be imposed if the Town Commission selected a candidate for Town Manager who was not qualified according to the Charter's language.

Town Attorney Trevarthen recalled giving the Town Commission the opinion that the present Town Manager's qualifications satisfied the Town Charter, the difference being between a public policy degree and a political science degree. There might be situations where there was a greater deviation from the listed standards, and the recommended language would remove the need to question it. The CRB felt that it was not helpful in the hiring process to debate whether a person met the qualifications, as a candidate might appear amply qualified in the eyes of the Commission.

Commissioner Vincent believed that the CRB wished to allow future Commissions the flexibility to make the correct decision. He supported the item moving to a referendum.

Commissioner Brown reiterated if over the course of the various public hearings he heard support for the subject change, he would support moving forward to a referendum. At present, he had yet to hear any such support from the public other than Mr. Campbell and, until that time, he did not support moving forward at present. This would be his response for the rest of the items the Commission would be voting on.

**Vice Mayor Sasser made a motion to move section 5.3 to a referendum item. The motion was seconded by Commissioner Dodd. The motion passed 4-1. Commissioner Brown voted no.**

Mayor Minnet pointed out the next items were in reference to the residential electoral districts, 6.1(2): The recommendation from the CRB was unanimous to preserve electoral seats in the absence of electoral districts.

Town Attorney Trevarthen noted the Mayor skipped over a recommendation: the removal of the requirement for residential electoral districts. At present, some candidates had to run from the north, while others ran from the south. The recommendation of the CRB was to remove that requirement.

Mayor Minnet received no Commission consensus on 6.1(2). Though she understood Commissioner Brown's stated position, she stated the CRB was charged with reviewing and amending the Town Charter, and nine of their recommendations were unanimous and aimed at improving the Town.

Commissioner Brown concurred with Mayor Minnet in principle, stating he felt bad that he was voting "no" on some the CRB recommendations, as he supported some of them. He was willing to put them to a referendum, but he wanted to see more public support to justify placing them on the March 2014 ballot.

Mayor Minnet felt Commissioner Brown had received positive feedback, as the CRB was comprised of residents who studied the Charter and made their recommendations, and all their meetings allowed public input. It was sad that the Town Commission appeared not to be listening to the CRB because some decisions were not easy.

Commissioner Dodd supported the recommended change to 6.1(2-7), as the CRB held lengthy debates, and it was time to recognize that this was one Town, regardless of where one lived, and members of the Commission were representatives of the people.

**Commissioner Dodd made a motion to approve the recommended changes to 6.1(2-7) and 3.3, removing the residential electoral districts. The motion died due to lack of a second.**

Vice Chairperson Sasser inquired, since 6.1(2-7) died for lack of a second, if this immediately disqualified 6.1(2).

Town Attorney Trevarthen responded it made 6.1(2) moot. However, 6.1(5) was the fallback unanimous recommendation of the CRB that, in the event the Commission preserved the residential electoral districts, the Commission should remove the university study and adopt the current district boundaries into the Charter.

Vice Chairperson Sasser asked, as the Commission chose to preserve the residential electoral districts, if the removal of the required university study were approved, would this prevent the Town from having another study done at a later time? As times changed, including demographic changes, etc., there might come a time when the Town wished to do a study, such as east versus west.

Town Attorney Trevarthen stated that the Commission's removal of the requirement for a university study would not preclude the Town from doing studies in the future. However, the Commission might wish to consider not putting the current districts in the Charter, as it would require a referendum to change them at a future date if desired.

Vice Chairperson Sasser remarked he was not in favor of moving forward with the subject recommendation, as it would limit the flexibility to take such action in the future.

Commissioner Vincent understood the university study involved taking into account population changes to ensure there was an equitable balance among the districts.

Town Attorney Trevarthen replied the current Charter contained demanding language with regard to the university study and the standard that had to be met. The origin of that standard did not relate to the Town's situation: rather it was the standard that applied when there were single-member districts. When there were single-member districts in a government, the people living in a district voted only for the commissioner of that district. She believed that in that setting, this type of study, this type of rigor, was absolutely essential or the whole system of voting could be stricken by the courts. This was not the Town's situation, as the Town had voting at-large where everyone voted for all candidates, and candidates running for Commission seats, not Mayor, were only required to reside in one of the two districts. The subject issue arose at the time of the recent Decennial Census, and when Phase I of the university study came forward, it showed some significant population changes due to annexations.. At that time, she advised the Commission she felt this standard was unnecessary because the Town did not engage in at-large voting, and that issue was also discussed by the CRB.

Commissioner Vincent concurred with not moving forward the item.

Commissioner Dodd noted the Town abided by the present requirement to do a study and wondered if there would be a future requirement to do a further study, since the Town elected to do nothing when the Commission ignored the results of the last study. The question was whether the debate was about something that might cost more to remove it from the Charter in terms of ordinances and legal fees, or to do nothing if there was no future requirement that the Town do a study. He questioned if it was stated in the Charter when a study had to be done.

Town Attorney Trevarthen commented the Charter's language spoke about first doing it in 2004 and then again in 2012, but it had no other future dates; this was an interesting point that had not come up in the CRB discussions. As a lawyer, it was not good to have obsolete language lying around, but she understood the Town was balancing many concerns beyond these.

Mayor Minnet thought it sounded as though the subject items were moot points.

Commissioner Dodd remarked it sounded as if the Commission preferred to leave it.

**No action was taken on the CRB recommendation to eliminate the requirement of the university study and amend the standard for establishing the residential electoral districts in Section 6.1(5)**

Mayor Minnet stated the next item was section 6.6 - 6.7, that allowed the Commission to consider penalties other than forfeiture of office for the violation of a standard of conduct or code of ethics established by law or incapacity. It required that due process be provided in hearings under section 6.7. This was a unanimous CRB recommendation.

Town Attorney Trevarthen briefly reviewed the CRB recommended changes to sections 6.6 and 6.7. She noted that this dealt with what happened if a Commissioner either became incapable of performing his/her duties or committed certain acts that suggested they were no longer fit for service. The grounds were listed in the Charter, and a hearing was held before the remaining members of the Commission. The Commission acted as a judge of its own membership as to whether there was a violation and/or if something should be done. Presently, those provisions in the Charter had only one potential consequence -- forfeiture of office. Of the events that could trigger such a hearing included activities such as committing a felony, incapacity for a certain number of consecutive meetings, for example, due to illness. The second issue the CRB singled out was the provision that said, "... violates any legally required standard of conduct or code of ethics." She said the CRB felt it was appropriate to consider lesser penalties, as minor violations could result in a very disproportionate outcome (forfeiture). The CRB's proposal was that, if the basis for a forfeiture hearing was triggered, the Commission should have more options, including a letter of instruction or reprimand to the Commissioner, as lesser penalties than losing one's office. Some of the proposed changes stemmed from the concern that the forfeiture hearing before the remaining members of the Town Commission should be handled appropriately with all due process rights being provided to the Commissioner at issue. The Commissioner should be allowed to present evidence in his/her defense. These were all part of the changes to sections 6.6 and 6.7.

Commissioner Brown liked the subject recommendation, noting he asked the CRB to put the matter on their agenda. The County's Ethics Code had a zero tolerance with regard to accepting free items, such as a bottle of water, and if a Commissioner were to accept a bottle of water, under the current Charter, that presented grounds for removal from office. He doubted this was the intent of the Charter's language.

Vice Mayor Sasser remarked the need for due process stuck out with him, making this was a good ballot item. He asked why the subject changes might be important; did the County Ethics Code provide no due process.

Town Attorney Trevarthen responded the County Ethics Code was certainly not within the control of the Town Commission. There was an Inspector General (IG) with wide ranging powers to launch an inquiry, not only under the County Code of Ethics, but also any applicable ethics regulation to launch an inquiry. She mentioned that there were some expressed concerns as to whether that process had the full range of due process

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that many Commissioners wished to see. The Town had no power to affect the process provided by the Inspector General's work; the Town only had the power to look at the hearings created under the Town Charter and specify how they were handled.

Vice Mayor Sasser questioned if under the County Code of Ethics, a decision of guilt could be imposed without the Commissioner allegedly at fault being allowed to properly defend himself/herself. This IG decision could then trigger their removal from office, when the Commission might not desire such action.

Town Attorney Trevarthen replied that issue could come up through an IG proceeding. The CRB's recommended change would give the Commission another option other than forfeiture of office.

Vice Mayor Sasser supported the subject item, as it just made sense, knowing that there was no proper due process provided in the County Code of Ethics.

Commissioner Vincent asked when would the Commission be able to move forward with due process on any type of ethics violation, wondering if there was ever a time when the Town had to discuss the matter with the IG first. He questioned where it all started and stopped, as far as who had protocol.

Town Attorney Trevarthen believed that the easiest way to think about the matter was as concurrent jurisdiction. The question presupposed that everything happened in a linear way, but it was not the case, as all the entities had their own sphere of jurisdiction over which they exercised control. The Town could do nothing about the state's Ethics Commission decisions or the County IG's actions or the County's Ethics Code, as these dictates were imposed on the Town from above. Here, the Town was proposing to amend the procedures required by the Charter that could be triggered by a finding under the State or County law. She noted, though it was not stated, the Governor, the Ethics Commission, the IG and all other ethics regulatory regimes had proportionate penalties of a wide variety, including a letter of reprimand, a letter of instruction, a fine, etc. Only the most severe infraction led to the removal from office. She commented the action advocated by the CRB's recommendation was in the spirit of what existed in other ethics regulatory schemes, and it allowed the Town Commission to choose the right penalty for the offense.

Commissioner Dodd felt immediate forfeiture without due process was too harsh, as in many instances an elected official might not be aware that someone that they were speaking with was a lobbyist, for example.. The punishment should fit the crime, and he fully supported putting the subject recommendation forward for a referendum.

**Commissioner Dodd made a motion to approve moving forward CRB recommendations under sections 6.6 and 6.7. The motion was seconded by Commissioner Vincent. The motion passed 4-1. Commissioner Brown voted no.**

Mayor Minnet noted she skipped an item, section 6.2, changing the time of designating the Vice Mayor after an election, which was unanimously recommended by the CRB.

**Commissioner Dodd made a motion to approve moving forward with the CRB recommendation under section 6.2. The motion was seconded by Vice Mayor Sasser. The motion passed 4-1. Commissioner Brown voted no.**

Mayor Minnet stated the next recommended change to the Charter was under section 6.10 that dealt with creating a procedure for vacancies and in candidacy. The CRB unanimously approved the proposed recommendation.

**Commissioner Dodd made a motion to approve moving forward with the CRB recommendation under section 6.10. The motion was seconded by Vice Mayor Sasser. The motion passed 4-1. Commissioner Brown voted no.**

Mayor Minnet indicated the next recommended CRB change was to section 6.11, specifying that the Town's elected officials served part-time and their ability to engage in outside employment and charitable fundraising would be controlled by state law, not the County Code of Ethics.

Town Attorney Trevarthen reviewed the details of this recommendation, noting there were four cities in Broward County to date that took action on the applicability of the Broward County Code of Ethics to their elected officials. Specifically, the municipalities were: Sea Ranch Lakes, Pompano Beach, Hillsboro Beach and Wilton Manors. They asked the voters whether their charters should be changed so the regulation disclosures and limitations of elected officials' outside employment follow state law and not the new County Code of Ethics. She said, in each of those cities, those ballot questions passed, and were now part of their charters. Other Broward municipalities, including the Town, were subject to the Broward County Code of Ethics that had additional restrictions on the type of employment in which elected officials could engage in and the type of disclosures that were necessary. The CRB examined the situation and recommended the Town Commission proceed with their suggested change. Town Attorney Trevarthen added one of the four cities, Hillsboro Beach also asked their voters whether their elected officials could opt out of the County law as it affected charitable fundraising activities, which the County Code of Ethics required to be reported, and that change passed. She noted both versions were offered to the CRB, and they recommended the Commission consider the Hillsboro Beach version with both changes; all other dictates of the County's Code of Ethics would remain in effect for the Town.

Mayor Minnet questioned if the IG gave any indication that the County would in any way pursue the four above-mentioned cities for opting out of these particular regulations.

Town Attorney Trevarthen responded that when the first three cities took this action, the County discussed challenging them and, after several months of discussions, they decided not to act.

**Mayor Minnet noted there appeared to be no Town Commission support for this recommendation, so the proposed CRB change to Section 6.11 would be disregarded.** She sought clarification on the next step in the procedure.

Town Attorney Trevarthen summarized the proceedings of the CRB's recommended changes to the Charter and the Commission's decision on whether to move those recommendations forward to a referendum:

- Section 5.3 - approved by the Commission by a vote of 4-1
- Section 6.2 - approved by the Commission by a vote of 4-1
- Sections 6.3(2) and 6.3(6) - approved by the Commission by a vote of 3-2
- Sections 6.6 and 6.7 - approved by the Commission by a vote of 4-1
- Section 6.10 - approved by a the Commission by a vote of 4-1

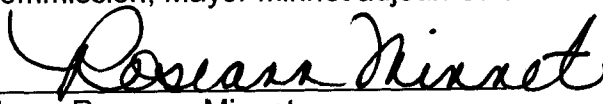
Town Attorney Trevarthen said the next step would be to bring these matters back to the Town Commission in the form of an ordinance. This ordinance would show what the changes would like in terms of putting it on the ballot. This process would take some time, as they had to devise ballot questions that appropriately presented the recommended changes. Then the ordinance would go to first and second reading. She noted the process needed to be complete by mid to late fall in order to make the deadline set by the Supervisor of Elections to make it onto the March 2014 ballot.

Town Manager Hoffmann said that the deadline was January 9, 2014, but the ordinances had to be adopted by December.

Town Clerk Castillo confirmed the ordinances had to be adopted by the Town Commission's last meeting in December 2013.

## 5. ADJOURNMENT

Commissioner Dodd made a motion to adjourn. With no further business before the Commission, Mayor Minnet adjourned the meeting at 8:45 p.m.

  
Mayor Roseann Minnet

ATTEST:

  
Town Clerk Vanessa Castillo

8/21/2013  
Date



**EXHIBIT 1**

| <b>SUMMARY OF LBTS CHARTER REVIEW BOARD RECOMMENDATIONS</b>                                                                                                                                                                                                                |                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| <b>Recommended Change</b>                                                                                                                                                                                                                                                  | <b>Vote</b>                          |
| Section 5.2: Remove Mayor voting last on a roll call vote                                                                                                                                                                                                                  | 4-3 (5/7/13)                         |
| Section 5.3: Provide alternative standard for Town Manager qualifications                                                                                                                                                                                                  | Unanimous (5/7/13)                   |
| Sections 6.1(2)-(7) and 3.3: Remove residential electoral districts                                                                                                                                                                                                        | 5-1 (1/9/13)                         |
| Section 6.1(2): Preserve electoral seats in the absence of electoral districts                                                                                                                                                                                             | Unanimous (1/9/13)                   |
| Section 6.1(5): If Commission preserves residential electoral districts, remove requirement for university study and adopt current districts in the Charter                                                                                                                | Unanimous (1/9/13)                   |
| Section 6.2: Change time of designating the Vice-Mayor                                                                                                                                                                                                                     | Unanimous (1/9/13)                   |
| Section 6.3(2): Allow future Mayor-Commissioners to run for Town Commissioner without a two-year break in service                                                                                                                                                          | 6-1 (2/7/13)                         |
| Section 6.3(6): Create maximum consecutive term limit of two Commission terms and three Mayoral terms (14 years)                                                                                                                                                           | 5-1 (3/21/13)                        |
| Sections 6.6-6.7: Allow the Commission to consider penalties other than forfeiture of office for (i) violation of any standard of conduct or code of ethics established by law and (ii) incapacity, and require that due process be provided in hearings under Section 6.7 | Unanimous (1/9/13)                   |
| Section 6.10: Create a procedure for vacancies in candidacy                                                                                                                                                                                                                | Unanimous (1/9/13)                   |
| Section 6.11: Specify that Town elected officials serve part time, and that their ability to engage in outside employment and in charitable fundraising will be controlled by state law (and not the County Code of Ethics)                                                | 5-1 (1/9/13)                         |
| Section 7.1: Adopt the plain English version of this section                                                                                                                                                                                                               | Unanimous (1/9/13)                   |
| Section 7.1(1): Charter height limits – Send Town Commission all options for change considered by the Board                                                                                                                                                                | 4-3 (5/7/13)                         |
| Section 7.1(1)(d): Amend plain English version to allow solar panels to exceed four-foot rooftop structure height limit                                                                                                                                                    | Unanimous (1/9/13)<br>(1 abstention) |
| Section 7.1(1)(f): Amend plain English version to remove redundant provisions that are true as a matter of law                                                                                                                                                             | Unanimous (1/9/13)                   |
| Section 7.1(2)(b)-(d): Amend plain English version to allow any nonhabitable use allowed under the zoning on the first floor                                                                                                                                               | Unanimous (3/21/13)                  |
| Section 7.1(3)(b)(viii)-(ix): Amend plain English version to allow nonconforming buildings to be replaced with the original setbacks                                                                                                                                       | 5-1 (1/9/13)                         |

## **Statement of Laurence Campbell**

### **To the LBTS Commission Special Meeting, June 10, 2013**

Ten of the recommendations are narrowly stated, specific to a problem, easily understood, and *don't overturn the intent of the original charter amendments*. I recommend that the Commission support these. I'm including a marked up version of the "Summary of Recommendations" indicating a position on each: YES for support and NO for oppose.

Specifically, I recommend that the Commission **SUPPORT** the recommendations to: remove the Mayor voting last on a roll call vote (Sec. 5.2); provide an alternative standard for Town Manager qualifications (Sec. 5.3); adopt the current electoral districts in the Charter (Sec. 6.1.(2)); change the time of designating the Vice Mayor (Sec. 6.2); allow the Commission to consider penalties other than forfeiture of office (Sec 6.6-7); create a procedure for vacancies in candidacy (Sec. 6.10); and specify that Town elected officials serve part time and that their outside employment and charitable fundraising will be controlled by state law, not the County code (Sec. 6.11).

I recommend that the Commission **SUPPORT** direct amendments to the Charter that would: allow solar panels to exceed the four foot rooftop structure height limit (Sec 7.1.(1)(d and allow nonconforming buildings to be replaced with the original setbacks (Sec. 7.1(3)(b)(viii)-(ix).

I also recommend **SUPPORT** for the amendment to allow future Mayor-Commissioners to run for Commissioner without a two-year break in service (Sec. 6.3.(2)); and to create a maximum consecutive term limit of two Commission terms and three Mayoral terms (14 years) (Sec. 6.3.(6)); *Some who supported the original term limits proposal may disagree with me.* However, my personal view is that this amendment, if adopted, would right an inequity and preserve the basic feature, which is to force at least three seats to come up for election every two years and defined term limits.

In my view the remaining recommendations involve major policy changes that would overturn the will of the people expressed in 2006. I recommend that you oppose these.

Specifically, I recommend that the Commission **OPPOSE** the recommendation to remove residential electoral districts (Sec 6.1(2)-(7) and 3.3. The existing residential electoral district system is working well. I can see no reason to change it.

I recommend that the Commission **OPPOSE** allowing any non-habitable use allowed under the zoning on the first floor (Sec 7.1(2)(b)-(d). As the analysis states: "...that clarification would broaden the scope of the listed uses for residential zoning districts." (Exh 3, p.3) I don't see any

showing of why that allowed list should be broadened in residential areas , or what it would include.

The Commission should **OPPOSE** any change in the Charter's existing height limits. Proposing any such changes will reopen the rancorous debate over our identity as a low-profile town—the very thing that makes us special in a wall of condo canyons to our south and north. It would divert the Commission from its important work overseeing the complex development projects already underway.

Similarly, the Commission should **OPPOSE** the wholesale rewriting of Section 7.1. Unlike the recommendations I supported, this wholesale change is not narrowly drawn and introduces new policy that goes against the intent of the original charter amendments.

For example, in Section 5, "Limits on Town Commission power to amend land development regulation," the analysis states that "the Plain English Version applies the interpretation that a new category is a regular zoning district and not an overlay district." (Exhibit 3, p. 11) Actually, it was the explicit intent of the original amendments to remove from the Commission the power to create new overlay districts without voter approval because of the potential for abuse.

Similarly, the Plain English Version proposes to delete in several places the statement that "The Town Commission may not increase by ordinance or by variance, the height limits established herein." But these statements were included in the original amendments specifically to prevent any future Commission from ignoring the stated intent of the will of the voters, as had happened in the past.

It is also my understanding that no owner, citizen, or developer testified to the CRB and that no one has requested a wholesale rewrite or a higher height limit. I certainly haven't seen any demand from the people for a change in these areas—in fact—I've seen exactly the opposite. Proposing either of these can only put uncertainty and fear into the hearts of the voters whose approval you will be seeking.

Walking around town in the last several weeks I see lots of redevelopment of properties underway. This tells me, that taken as a whole, the amendments and height limits adopted in 2006 are working, the town is redeveloping, and there is no need to reopen those debates.

If the Commission sticks to proposing narrowly drawn, understandable recommendations I think it will have chance for success without reopening old battles.

Thank you for the opportunity to comment.

Recommended positions from Laurence Campbell

EXHIBIT 1

| SUMMARY OF LBTS CHARTER REVIEW BOARD RECOMMENDATIONS |                                                                                                                                                                                                                                                                            |                                      |
|------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
|                                                      | Recommended Change                                                                                                                                                                                                                                                         | Vote                                 |
| YES                                                  | Section 5.2: Remove Mayor voting last on a roll call vote                                                                                                                                                                                                                  | 4-3 (5/7/13)                         |
| YES                                                  | Section 5.3: Provide alternative standard for Town Manager qualifications                                                                                                                                                                                                  | Unanimous (5/7/13)                   |
| NO                                                   | Sections 6.1(2)-(7) and 3.3: Remove residential electoral districts                                                                                                                                                                                                        | 5-1 (1/9/13)                         |
| NO                                                   | Section 6.1(2): Preserve electoral seats in the absence of electoral districts                                                                                                                                                                                             | Unanimous (1/9/13)                   |
| YES                                                  | Section 6.1(5): If Commission preserves residential electoral districts, remove requirement for university study and adopt current districts in the Charter                                                                                                                | Unanimous (1/9/13)                   |
| YES                                                  | Section 6.2: Change time of designating the Vice-Mayor                                                                                                                                                                                                                     | Unanimous (1/9/13)                   |
| YES                                                  | Section 6.3(2): Allow future Mayor-Commissioners to run for Town Commissioner without a two-year break in service                                                                                                                                                          | 6-1 (2/7/13)                         |
| YES                                                  | Section 6.3(6): Create maximum consecutive term limit of two Commission terms and three Mayoral terms (14 years)                                                                                                                                                           | 5-1 (3/21/13)                        |
| YES                                                  | Sections 6.6-6.7: Allow the Commission to consider penalties other than forfeiture of office for (i) violation of any standard of conduct or code of ethics established by law and (ii) incapacity, and require that due process be provided in hearings under Section 6.7 | Unanimous (1/9/13)                   |
| YES                                                  | Section 6.10: Create a procedure for vacancies in candidacy                                                                                                                                                                                                                | Unanimous (1/9/13)                   |
| YES                                                  | Section 6.11: Specify that Town elected officials serve part time, and that their ability to engage in outside employment and in charitable fundraising will be controlled by state law (and not the County Code of Ethics)                                                | 5-1 (1/9/13)                         |
| NO                                                   | Section 7.1: Adopt the plain English version of this section                                                                                                                                                                                                               | Unanimous (1/9/13)                   |
| NO                                                   | Section 7.1(1): Charter height limits – Send Town Commission all options for change considered by the Board <i>OPTION 3 - No change</i>                                                                                                                                    | 4-3 (5/7/13)                         |
| YES                                                  | Section 7.1(1)(d): <del>Amend plain English version to allow solar panels to exceed four-foot rooftop structure height limit</del>                                                                                                                                         | Unanimous (1/9/13)<br>(1 abstention) |
| NO                                                   | Section 7.1(1)(f): Amend plain English version to remove redundant provisions that are true as a matter of law                                                                                                                                                             | Unanimous (1/9/13)                   |
| NO                                                   | Section 7.1(2)(b)-(d): Amend plain English version to allow any nonhabitable use allowed under the zoning on the first floor                                                                                                                                               | Unanimous (3/21/13)                  |
| YES                                                  | Section 7.1(3)(b)(viii)-(ix): <del>Amend plain English version to allow nonconforming buildings to be replaced with the original setbacks</del>                                                                                                                            | 5-1 (1/9/13)                         |

5/30/13 6/10/13 *see*

WEISS SEROTA HELFMAN  
PASTORIZA COLE & BONISKE, P.L.

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April 14, 2014

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VIA EMAIL TO [SecretaryofState@DOS.MyFlorida.com](mailto:SecretaryofState@DOS.MyFlorida.com) AND FIRST CLASS U.S. MAIL

Secretary of State Ken Detzner  
R.A. Gray Building  
500 South Bronough Street  
Tallahassee, FL 32399

Re: 2014 Amended Charter of the Town of Lauderdale-By-The-Sea

Dear Secretary Detzner:

Enclosed is the Charter of the Town of Lauderdale-By-The-Sea, as amended by the Town's voters at the election dated March 11, 2014. A certified copy of Ordinance No. 2013-13, as approved by the Town Commission on October 22, 2013, the ballot, and the results received from the Broward County Supervisor of Elections are also enclosed for your records.

Thank you for your attention to this matter. Please do not hesitate to contact me if you have any questions or need more information.

Very truly yours,

  
Susan L. Trevarthen

Enclosures

cc: Constance Hoffmann, Town Manager  
Gerald Bryan, Acting Town Clerk

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Scot Sasser  
MAYOR SCOT SASSER

ATTEST:

Gerald Bryan  
Acting Town Clerk Gerald Bryan

APPROVED AS TO FORM:

Susan L. Trevarthen  
Susan L. Trevarthen, Town Attorney

**CERTIFICATION**

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

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

9<sup>th</sup> day of April, 20 14  
Lecha Smith Deputy Town clerk



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**WHEREAS**, pursuant to Section 2.7 of the Town Charter, the Charter Review Board has determined that certain revisions are needed to the Town Charter and has submitted its recommendation of proposed amendments to the Town Charter to the Town Commission; and

36  
37  
38

39 Town for approval or rejection only those amendments to the Town Charter (the "Charter  
40 Amendments") that are set forth herein.

41 **NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE TOWN COMMISSION**  
42 **OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AS FOLLOWS:**

43 **Section 1. Recitals Adopted.** Each of the above stated recitals is hereby adopted and  
44 confirmed.

45 **Section 2. Charter Amendments.** Pursuant to Section 2.7 of the Town Charter and  
46 Section 166.031, Florida Statutes, and subject to the approval of the electors as described in  
47 Section 8 below, the Town Charter of the Town of Lauderdale-By-The-Sea, Florida, is hereby  
48 amended as follows:<sup>1</sup>

49 \* \* \*

50  
51 **ARTICLE V. – TOWN OFFICERS AND EMPLOYEES**

52 \* \* \*

53  
54 **Sec. 5.3. - Town Manager—Appointment, qualifications and compensation.**

55  
56 The Town Commission shall appoint a Town Manager who shall be the  
57 administrative head of the municipal government under the direction and supervision of  
58 the Town Commission. The Town Manager shall hold office at the pleasure of the Town  
59 Commission. The Town Manager shall receive such compensation as determined by the  
60 Town Commission through the adoption of an appropriate resolution. The Town Manager  
61 shall be appointed by resolution approving an employment contract between the Town  
62 and the Town Manager. The Town Manager shall be appointed solely on the basis of  
63 education and experience in the accepted competencies and practices of local public  
64 management including, a graduate degree with a concentration in public administration,  
65 public affairs, public policy, or public finance and two (2) years' experience as an  
66 appointed city manager or county manager, or four (4) years' experience as an assistant or  
67 deputy city manager or assistant or deputy county manager. Alternatively, the Town

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<sup>1</sup> Proposed additions to existing Town Charter text are indicated by underline; proposed deletions from existing Town Charter text are indicated by ~~strike through~~. Changes from first reading are indicated by double underline and ~~double strike through~~, and highlighted in [REDACTED].

68 Manager shall be appointed on the basis of education and experience in the accepted  
69 competencies and practices of local public management that is determined by the Town  
70 Commission to be commensurate to those listed in the prior sentence.  
71

72 \* \* \*

73  
74 **ARTICLE VI. – ELECTIONS**  
75

76 \* \* \*

77 **Sec. 6.2. - Vice Mayor and acting Mayor Pro-Tem.**

78 No later than ~~On~~ the second regularly scheduled Town Commission meeting to occur Tuesday  
79 following each regular election, one (1) member of the Town Commission may be designated, by  
80 resolution, as Vice Mayor to preside in the absence of the Mayor-Commissioner. In the event  
81 that the designated Mayor-Commissioner and the Vice Mayor are absent at any meeting of the  
82 Town Commission, any member of the Town Commission may be designated by the Town  
83 Commission to act as Mayor Pro-Tem for such meeting.

84 **Sec. 6.3. - Qualifications of members of Town Commission.**

85 (1) To be eligible to hold the office of Mayor-Commissioner or Commissioner of the Town of  
86 Lauderdale-By-The-Sea, or to qualify for candidacy for Mayor-Commissioner or Commissioner,  
87 the individual shall be a bona fide resident and citizen of the Town of Lauderdale-By-The-Sea,  
88 shall have resided in the said town for the six (6) months immediately preceding the date of  
89 election, shall be a registered voter pursuant to Florida law, and shall be otherwise qualified as  
90 provided for in the Charter.

91 (2) No person may be a candidate for Commissioner, nor may be appointed to fill a vacancy as  
92 a Commissioner, if that person has served during both of the two preceding consecutive  
93 Commission terms for that seat as a Commissioner ~~or a Mayor-Commissioner or both~~, without a  
94 two year break in service.

95 (3) No person may be a candidate for Mayor-Commissioner, nor may be appointed to fill a  
96 vacancy as the Mayor-Commissioner, if that person has served during each of the three  
97 preceding consecutive Mayor-Commissioner terms as a Mayor-Commissioner.

98 (4) Service of one year or less of a term by a person who had not previously served as either a  
99 Commissioner or Mayor-Commissioner shall not be considered for purposes of term limits.

100 (5) Service for purposes of term limits shall be determined as of the time the person would take  
101 office.

102 (6) No person may be a candidate for Mayor-Commissioner or Town Commissioner, nor may be  
103 appointed to fill a vacancy as the Mayor-Commissioner or Town Commissioner, if that person  
104 has consecutively served fourteen (14) years in any combination of offices without a two year  
105 break in service.

106  
107

\* \* \*

108 **Sec. 6.6. - Forfeiture of office.**

109 A Commission member, or the Mayor-Commissioner, ~~shall forfeit the~~ is subject to penalties  
110 including forfeiture of office if the person:

111 (1) Lacks, at any time during a term of office, any qualification for the office prescribed  
112 by this Charter or general law;

113 (2) Violates any standard of conduct or code of ethics established by law for public  
114 officials;

115 (3) Is convicted of a felony while in office;

116 (4) Fails to attend four (4) consecutive regular meetings of the Town Commission without  
117 being excused by the Town Commission by formal action entered upon the minutes; or

118 (5) Becomes incapable of performing the duties of the office for a period of more than  
119 three (3) months.

120 In all circumstances arising under this section, the Town Commission shall be the judge of its  
121 own membership.

122 **Sec. 6.7. - Forfeiture hearing and process.**

123 A member of the Town Commission charged with conduct constituting grounds for forfeiture of  
124 his office shall be entitled to a public hearing on demand, and notice of such hearing shall be  
125 published in one or more newspapers of general circulation in the Town at least thirty days  
126 before the scheduled hearing. At that public hearing, the Commissioner in question is entitled to  
127 present evidence and must be afforded due process. The Town Commission shall be the sole  
128 judge of the qualifications of its members and shall hear all questions relating to forfeiture of a  
129 Commissioner's or Mayor-Commissioner's office, including whether or not good cause for  
130 absence has been, or may be, established. The Commissioner in question shall have the burden of  
131 establishing good cause for absence; provided, however, that any Commissioner may at any time  
132 during any duly held meeting move to establish good cause for his or her absence or the absence  
133 of any other Commissioner, from any past, present, or future meeting(s), which motion, if  
134 carried, shall be conclusive. A Commissioner whose qualifications are in question, or who is  
135 otherwise subject to forfeiture of his/her office, shall not vote on any such matters. The Town  
136 Commission may order one or more of the following penalties at a hearing based on Section  
137 6.6(2) or Section 6.6(5): forfeiture of office, censure, and a letter of instruction for the future  
138 conduct of the Commissioner. The Town Commission may order forfeiture at a hearing based  
139 on Section 6.6(1), (3) or (4). Any final determination by the Town Commission that a  
140 Commissioner or the Mayor-Commissioner has forfeited his or her office, or to censure or issue  
141 a letter of instruction to the Commissioner in question, shall be made by resolution approved by  
142 a unanimous vote of the remaining members of the Town Commission. All votes and other acts



of the Commissioner in question prior to the effective date of such resolution shall be valid regardless of the grounds of forfeiture.

\* \* \*

**Sec. 6.10. - Vacancy in candidacy for Mayor-Commissioner or Commissioner.**

(a) *Withdrawal.* A candidate for Mayor-Commissioner or Commissioner may withdraw at any time prior to the election by filing a sworn, executed statement of withdrawal with the Town Clerk.

(b) *Effect of death, withdrawal or removal where candidate remains on the ballot.*

(1) ~~No supplemental qualifying period.~~ (i) If the death, withdrawal or removal from the ballot of a qualified candidate or candidates for office following the end of the qualifying period leaves less than two candidates for that office, ~~and at least twenty five (25) days remain before the election, the qualifying period for that office shall be reopened for five (5) days. The supplemental qualifying period shall begin on the day following the day that the vacancy occurs. Notice of the supplemental qualifying period shall be posted by the Town Clerk.~~

~~(ii) If fewer than twenty five (25) days remain before the election, no supplemental qualifying period shall be provided. The remaining candidate shall be declared elected and no election shall be held for that office.~~

(2) *Changes in ballot.* The name of any qualified candidate who has withdrawn, died or been removed from the ballot shall not be printed on the ballot. If the ballot cannot be changed, any votes for that candidate shall be null and void. ~~All candidates qualified during a supplemental qualifying period shall be placed on the ballot along with the remaining candidate, if possible.~~

~~(3) Treatment of any remaining candidate. Where a single candidate remains for an office, the remaining candidate for that office shall not be required to re-qualify for election or pay a second qualifying fee. The remaining candidate shall not be declared an unopposed candidate by the Town Clerk unless no additional candidate qualifies for election during the supplemental qualifying period. If declared unopposed, the remaining candidate shall be declared elected by operation of law.~~

(c) *Effect of death, withdrawal or removal where no candidate remains on the ballot.* Should a vacancy in candidacy leave no candidate remaining for an office after the conclusion of the qualifying period ~~and any supplemental qualifying period but before the election,~~ the resulting vacancy shall be handled as provided in Section 6.8 of the Charter.

\* \* \*

180           **Section 3. Election Called.** A special election is hereby called for Tuesday, March 11,  
181 2014, in conjunction with the general election being held on said date, to present to the qualified  
182 electors of the Town of Lauderdale-By-The-Sea (the "Town"), each of the ballot questions  
183 provided in Section 4 of this Ordinance.

184           **Section 4. Form of Ballot.** The form of ballot for the Charter Amendments provided for  
185 in Section 2 of this Ordinance shall be substantially as follows:

186                   (1)    CREATE ALTERNATIVE STANDARD FOR TOWN  
187                            COMMISSION TO DETERMINE TOWN MANAGER  
188                            QUALIFICATIONS  
189

190                   The Charter currently identifies qualifications for the Town  
191                   Manager, including specifically identified levels of education and  
192                   experience establishing acceptable competencies and practices of  
193                   local public management experience.  
194

195                   Shall the Charter be amended to give the Town Commission the  
196                   option to determine that other levels of education and experience  
197                   are acceptable because they are comparable to the identified  
198                   levels?  
199

200                   YES [    ]  
201

202                   NO  [    ]  
203

204  
205                   (2)    CHANGE TIME FOR TOWN COMMISSION TO  
206                            DESIGNATE THE VICE-MAYOR  
207

208                   The Charter currently provides that the Town Commission must  
209                   designate a Vice Mayor on the second Tuesday following each  
210                   regular election.  
211

212                   Shall the Charter be amended to provide that the Town  
213                   Commission designate a Vice-Mayor no later than the second  
214                   regularly scheduled Town Commission meeting following each  
215                   regular election?  
216

217                   YES [    ]

218  
219 NO [ ]  
220  
221

- 222 (3) ALLOW MAYOR-COMMISSIONER TO RUN FOR  
223 TOWN COMMISSIONER AFTER REACHING TERM  
224 LIMIT AS MAYOR-COMMISSIONER  
225

226 The Charter currently prohibits a Mayor-Commissioner from  
227 running for Town Commissioner immediately following three  
228 consecutive terms of service as Mayor-Commissioner.  
229

230 Shall the Charter be amended to allow future Mayor-  
231 Commissioners to run for Town Commissioner without a two-year  
232 break in service?  
233

234 YES [ ]  
235

236 NO [ ]  
237  
238

- 239 (4) ESTABLISH MAXIMUM CONSECUTIVE TERM  
240 LIMIT FOR SERVICE AS MAYOR-COMMISSIONER  
241 AND TOWN COMMISSIONER  
242

243 The Charter currently limits service as a Mayor-Commissioner to  
244 three terms and service as a Town Commissioner to two terms, but  
245 does not limit continuous service alternating between the two  
246 offices.  
247

248 Shall the Charter be amended to provide that no person may be  
249 elected or appointed as Mayor-Commissioner or Town  
250 Commissioner if that person has served a total of fourteen years in  
251 any combination of offices, without a two year break in service?  
252

253 YES [ ]  
254

255 NO [ ]  
256  
257

- 258 (5) AMEND PROCEDURES AND PENALTIES  
259 APPLICABLE TO ALLEGED COMMISSIONER  
260 VIOLATIONS  
261



The Charter currently provides that, if the Town Commission finds that one of its members has committed certain acts, that Commissioner shall forfeit office.

Shall the Charter be amended to clarify the due process requirements for such hearings, and to allow the Commission to consider lesser penalties (censure and a letter of instruction) for violation of any standard of conduct or code of ethics established by law and for incapacity for three or more months?

YES [ ]

NO [ ]

(6) CREATE PROCEDURES FOR VACANCIES IN CANDIDACY FOR TOWN ELECTED OFFICE

Section 166.031(6), Florida Statutes, requires that local governments create a procedure to address vacancies in candidacy before an election.

Shall the Charter be amended to add procedures related to candidate vacancies including procedures for withdrawal, supplemental qualifying periods, treatment of remaining candidates, and effects of death, withdrawal or removal of candidates?

YES [ ]

NO [ ]

**Section 5. Vote at Polls.** Balloting shall be conducted between the hours of 7 A.M. and

7 P.M. on the date of the election, and early and absentee balloting shall also be permitted as provided in conjunction with the general election. Polling places shall be those polling places provided for the general election for the electors of the Town, pursuant to applicable laws. All qualified Town electors who are timely registered in accordance with law shall be entitled to vote. The Town Clerk is authorized to obtain any necessary election administration services

from the Broward County Supervisor of Elections. The County registration books shall remain open at the Office of the Broward County Supervisor of Elections office until February 10, 2014, as provided by law, at which date the registration books shall close in accordance with the provisions of the general election laws. The Town Clerk and the Broward County Supervisor of Elections are hereby each authorized to take all appropriate action necessary to carry into effect and accomplish the electoral provisions of this Ordinance. This Charter Amendment election shall be canvassed by the County Canvassing Board unless otherwise provided by law.

**Section 6. Notice of Special Election.** Notice of said special election shall be published in accordance with Section 100.342, Fla. Stat., in a newspaper of general circulation within the Town at least 30 days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing Sunday, February 2, 2014), and the second publication to be in the third week prior to the election (to-wit: during the week commencing Sunday, February 16, 2014), and shall be in substantially the following form:

"NOTICE OF SPECIAL ELECTION

PUBLIC NOTICE IS HEREBY GIVEN THAT, PURSUANT TO ORDINANCE NO. 2013-13 ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA (THE "TOWN"), A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE TOWN, IN CONJUNCTION WITH THE GENERAL ELECTION, ON TUESDAY, THE 11TH DAY OF MARCH 2014, BETWEEN THE HOURS OF 7 A.M. AND 7 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSALS SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN:

- (1) CREATE ALTERNATIVE STANDARD FOR TOWN COMMISSION TO DETERMINE TOWN MANAGER QUALIFICATIONS

The Charter currently identifies qualifications for the Town Manager, including specifically identified levels of education and experience establishing acceptable competencies and practices of local public management experience.

Shall the Charter be amended to give the Town Commission the option to determine that other levels of education and experience are acceptable because they are comparable to the identified levels?

YES [ ]

NO [ ]

(2) CHANGE TIME FOR TOWN COMMISSION TO DESIGNATE THE VICE-MAYOR

The Charter currently provides that the Town Commission must designate a Vice Mayor on the second Tuesday following each regular election.

Shall the Charter be amended to provide that the Town Commission designate a Vice-Mayor no later than the second regularly scheduled Town Commission meeting following each regular election?

YES [ ]

NO [ ]

(3) ALLOW MAYOR-COMMISSIONER TO RUN FOR TOWN COMMISSIONER AFTER REACHING TERM LIMIT AS MAYOR-COMMISSIONER

The Charter currently prohibits a Mayor-Commissioner from running for Town Commissioner immediately following three consecutive terms of service as Mayor-Commissioner.

Shall the Charter be amended to allow future Mayor-Commissioners to run for Town Commissioner without a two-year break in service?

374 YES [ ]

375  
376 NO [ ]

377  
378  
379 (4) ESTABLISH MAXIMUM CONSECUTIVE TERM  
380 LIMIT FOR SERVICE AS MAYOR-COMMISSIONER  
381 AND TOWN COMMISSIONER  
382

383 The Charter currently limits service as a Mayor-Commissioner to  
384 three terms and service as a Town Commissioner to two terms, but  
385 does not limit continuous service alternating between the two  
386 offices.  
387

388 Shall the Charter be amended to provide that no person may be  
389 elected or appointed as Mayor-Commissioner or Town  
390 Commissioner if that person has served a total of fourteen years in  
391 any combination of offices, without a two year break in service?  
392

393 YES [ ]

394  
395 NO [ ]

396  
397  
398 (5) AMEND PROCEDURES AND PENALTIES  
399 APPLICABLE TO ALLEGED COMMISSIONER  
400 VIOLATIONS  
401

402 The Charter currently provides that, if the Town Commission finds  
403 that one of its members has committed certain acts, that  
404 Commissioner shall forfeit office.  
405

406 Shall the Charter be amended to clarify the due process  
407 requirements for such hearings, and to allow the Commission to  
408 consider lesser penalties (censure and a letter of instruction) for  
409 violation of any standard of conduct or code of ethics established  
410 by law and for incapacity for three or more months?  
411

412 YES [ ]

413  
414 NO [ ]

(6) CREATE PROCEDURES FOR VACANCIES IN  
CANDIDACY FOR TOWN ELECTED OFFICE

Section 166.031(6), Florida Statutes, requires that local governments create a procedure to address vacancies in candidacy before an election.

Shall the Charter be amended to add procedures related to candidate vacancies including procedures for withdrawal, supplemental qualifying periods, treatment of remaining candidates, and effects of death, withdrawal or removal of candidates?

YES [ ]

NO [ ]

**Polling place information, the enabling Ordinance including the full text of the proposed Town Charter Amendments and the ballot questions, are available at the office of the Town Clerk, located at 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308.**

”  
\_\_\_\_\_  
Town Clerk

**Section 7. Copies.** Copies of this Ordinance proposing the Charter Amendments are on file at the offices of the Town Clerk located at 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308, and are available for public inspection during regular business hours.

**Section 8. Effectiveness.** Each Charter Amendment provided for in Section 2 of this Ordinance shall become effective if the majority of the qualified electors voting on that specific Charter Amendment, as described in the ballot summaries of Section 4 of this Ordinance, vote for its adoption. Each Charter Amendment shall be considered adopted and effective upon certification of the election results. Following adoption of the Charter Amendment(s), the Town Clerk shall incorporate the adopted Charter Amendment(s) into the Town Charter and shall file

the revised Town Charter with the Office of the Secretary of State as required by Section 166.031, Florida Statutes.

**Section 9. Inclusion in the Town Charter.** Subject to the requirements of Section 8 above, it is the intention of the Town Commission and it is hereby provided that the Charter Amendments shall become and be made a part of the Charter of the Town of Lauderdale-By-The-Sea, Florida, and that the Sections of this Ordinance may be renumbered or relettered to accomplish such intention.

**Section 10. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not effect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 11. Effective Date of Ordinance.** This Ordinance shall become effective immediately upon adoption hereof on second reading.

**PASSED AND ADOPTED** on First Reading this 10th day of September, 2013.

**PASSED AND FINALLY ADOPTED** on Second Reading this 22nd day of October, 2013.

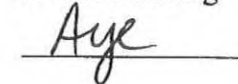
  
Mayor Roseann Minnet

Mayor Minnet

First Reading



Second Reading





478 Vice-Mayor Sasser  
479 Commissioner Brown  
480 Commissioner Dodd  
481 Commissioner Vincent

Aye  
Aye  
Aye  
Aye

Aye  
Aye  
Aye  
Aye

482  
483 Attest:

484 Vanessa Castillo  
485  
486  
487 Town Clerk Vanessa Castillo, CMC

488  
489 Approved as to form:

490  
491 Susan L. Trevarthen  
492  
493 Susan L. Trevarthen, Town Attorney

#### CERTIFICATION

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

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

1<sup>st</sup> day of April, 20 14  
Jecha Smith Deputy Town clerk

| A  | BALLOT STYLE 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11 | <p><b>BALLOT INSTRUCTIONS</b><br/>- TO VOTE, COMPLETELY FILL IN THE OVAL NEXT TO YOUR CHOICE.<br/>- Use only a black pen to mark the ballot.<br/>- If you make a mistake, don't hesitate to ask for a new ballot. If you erase or make other marks, your vote may not count.</p> <p><b>INSTRUCCIONES PARA LA BOLETA</b><br/>- PARA VOTAR, LLENE COMPLETAMENTE EL OVALO JUNTO A SU SELECCION.<br/>- Use sólo una pluma de tinta negra para marcar la boleta.<br/>- Si se equivoca, pida una nueva boleta. Si borra algo o hace marcas, es posible que su voto no se cuente.</p> <p><b>ENFOMASYON SOU BILTEN VÒT</b><br/>- POU VOTE, BYEN KOLORE TOUT ANDAN OVAL KI AKOTE RESPONS OU CHWAZI A.<br/>- Sèlman sèvi ak yon plim nwa sou biltèn vòt la.<br/>- Si w fè yon erè, mande yo ba w yon nouvo biltèn vòt. Si w efase oubyen fè nouvo mak, I ap posib pou vòt ou pa valab ankò.</p> | <p><b>(1) Create Alternative Standard For Town Commission To Determine Town Manager Qualifications</b><br/>The Charter currently identifies qualifications for the Town Manager, including specifically identified levels of education and experience establishing acceptable competencies and practices of local public management experience.<br/>Shall the Charter be amended to give the Town Commission the option to determine that other levels of education and experience are acceptable because they are comparable to the identified levels?</p> <p><b>(1) Crear Otro Estándar Para Que La Comisión De La Ciudad Determine Las Calificaciones Del Administrador De La Ciudad</b><br/>La Carta Constitucional actualmente identifica las calificaciones del Administrador de la Ciudad y específicamente identifica los niveles de educación y de experiencia estableciendo prácticas competentes y aceptables en la experiencia de administración pública local.<br/>¿Deberá enmendarse la Carta Constitucional para darle a la Comisión de la Ciudad la opción de determinar que otros niveles de educación y experiencia son aceptables, porque son comparables con los niveles identificados?</p> <p><b>(1) Kreye Yon Altènatif Nòminal Pou Komisyon Vil La Kapab Detèmine Kalifikasyon Manadjè Vil La.</b><br/>Konstitisyon an aktyèlman idantifye kalifikasyon pou Manadjè Vil la ki gen ladan li nivo edikasyon espesyalman idantifye ak eksperyans ki va etabli konpetans akseptab ak pratik eksperyans nan jesyon piblik nivo lokal.<br/>Eske yo ta dwe chanje Konstitisyon an pou bay Komisyon Vil la chwaz pou li detèmine si lòt nivo edikasyon ansanm ak eksperyans kapab akseptab paske yo konparab ak nivo ki deja idantifye yo?</p> | <p><b>(2) Change Time For Town Commission To Designate The Vice-Mayor</b><br/>The Charter currently provides that the Town Commission must designate a Vice Mayor on the second Tuesday following each regular election.<br/>Shall the Charter be amended to provide that the Town Commission designate a Vice-Mayor no later than the second regularly scheduled Town Commission meeting following each regular election?</p> <p><b>(2) Cambiar El Momento En El Que La Comisión De La Ciudad Nombra El Vice Alcalde</b><br/>La Carta Constitucional actualmente dispone que la Comisión de la Ciudad tiene que nombrar al Vice Alcalde el segundo martes después de cada elección regular.<br/>¿Deberá enmendarse la Carta Constitucional para disponer que la Comisión de la Ciudad nombre al Vice Alcalde a más tardar en la segunda reunión normalmente programada de la Comisión de la Ciudad después de cada elección regular?</p> <p><b>(2) Chanje Lè Pou Komisyon Vil La Deziyen Vis Majistra A</b><br/>Konstitisyon an aktyèlman pèmèt ke Komisyon Vil la deziyen yon Vis-Majistra nan dezyèm madi ki vin apwè chak eleksyon regilye.<br/>Eske yo ta dwe chanje Konstitisyon an pou pèmèt ke Komisyon Vil la deziyen yon Vis-Majistra pa pi ta ke dezyèm reyinyon Komisyon Vil la ki pwogram regilyeman apwè chak eleksyon regilye?</p> <p><input type="radio"/> YES/SI/VI<br/><input type="radio"/> NO/NO/NON</p>                                                                                                                                                                           |
| 21 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 40 | <p><b>LAUDERDALE-BY-THE-SEA</b></p> <p><b>COMMISSIONER SEAT 1 DISTRICT 1</b><br/><b>COMISIONADO ESCAÑO 1 DISTRITO 1</b><br/><b>KOMISÉ SYEJ 1 DISTRI 1</b><br/>(Vote for One/Vote por Uno/Vote pou Youn)</p> <p><input type="radio"/> Birute Ann Clotney<br/><input type="radio"/> Elliot Sokolow<br/><input type="radio"/> Eric Yankwitt</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p><input type="radio"/> YES/SI/VI<br/><input type="radio"/> NO/NO/NON</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <p><b>(3) Allow Mayor-Commissioner To Run For Town Commissioner After Reaching Term Limit As Mayor-Commissioner</b><br/>The Charter currently prohibits a Mayor-Commissioner from running for Town Commissioner immediately following three consecutive terms of service as Mayor-Commissioner.<br/>Shall the Charter be amended to allow future Mayor-Commissioners to run for Town Commissioner without a two-year break in service?</p> <p><b>(3) Permitir Al Alcalde-Comisionado Ser Candidato Para Comisionado De La Ciudad Después De Llegar Al Límite De Su Mandato De Alcalde-Comisionado.</b><br/>La Carta Constitucional actualmente le prohíbe al Alcalde-Comisionado ser candidato para Comisionado de la Ciudad inmediatamente después de tres mandatos consecutivos de servicio como Alcalde - Comisionado.<br/>¿Deberá enmendarse la Carta Constitucional para permitir que los Alcaldes-Comisionados futuros sean candidatos para Comisionado de la Ciudad sin un descanso de dos años de servicio?</p> <p><b>(3) Pèmèt Ke Majistra-Komisyonè A Prezante Kom Komisyonè Vil La Apwè Ke L Rive Nan Limit Manda Li Kòm Komisyonè Majistra</b><br/>Konstitisyon an aktyèlman entèdi yon Majistra-Komisyonè pou li prezante li pou Komisyonè Vil la touswit apwè twa manda konsekutif sèvis kòm Majistra-Komisyonè.<br/>Eske yo ta dwe chanje Konstitisyon an pou pèmèt pwochen Majistra-Komisyonè yo prezante yo pou pòs Komisyonè Vil la san yo pa bezwen tann dezan apwè sèvis yo kòm Majistra-Komisyonè?</p> <p><input type="radio"/> YES/SI/VI<br/><input type="radio"/> NO/NO/NON</p> |
| 41 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 42 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 44 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 51 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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| <p><b>(4) Establish Maximum Consecutive Term Limit For Service As Mayor-Commissioner And Town Commissioner</b></p> <p>The Charter currently limits service as a Mayor-Commissioner to three terms and service as a Town Commissioner to two terms, but does not limit continuous service alternating between the two offices.</p> <p>Shall the Charter be amended to provide that no person may be elected or appointed as Mayor-Commissioner or Town Commissioner if that person has served a total of fourteen years in any combination of offices, without a two year break in service?</p> <p><b>(4) Establecer Un Límite Máximo De Servicio De Mandato Consecutivo Para El Puesto De Alcalde-Comisionado Y Comisionado De La Ciudad</b></p> <p>La Carta Constitucional actualmente limita el servicio de Alcalde-Comisionado a tres mandatos y el servicio de Comisionado de la Ciudad a dos mandatos, pero no limita el servicio continuo alternando entre los dos puestos.</p> <p>¿Deberá enmendarse la Carta Constitucional para disponer que ninguna persona pueda ser elegida o nombrada Alcalde-Comisionado o Comisionado de la Ciudad si esa persona ha servido un total de catorce años en cualquier combinación de puestos, sin un descanso de dos años en el servicio?</p> <p><b>(4) Etabli Limit Maksimòm Manda Konsekitif Pou Sèvis Kòm Majistra-Komisyonè Ak Komisyonè Vil La.</b></p> <p>Konstitisyon an aktyèlman limite sèvis kòm Majistra-Komisyonè a twa manda epi sèvis Komisyonè Vil la a de manda, men pa limite sèvis altène kontinyèl yo ant de biwo yo.</p> <p>Eske yo ta dwe chanje Konstitisyon an kote ke pa gen okenn moun ki ap kapab eli oswa nonmen kòm Majistra-Komisyonè oswa Komisyonè Vil la si moun sa a te sèvi pandan yon total katòz lanne nan nenpòt ki konbinezon ant de biwo yo, san yon delè dezan ant sèvis yo?</p> <p><input type="radio"/> YES/SI/WI</p> <p><input type="radio"/> NO/NO/NON</p> | <p><b>(5) Amend Procedures And Penalties Applicable To Alleged Commissioner Violations</b></p> <p>The Charter currently provides that, if the Town Commission finds that one of its members has committed certain acts, that Commissioner shall forfeit office.</p> <p>Shall the Charter be amended to clarify the due process requirements for such hearings, and to allow the Commission to consider lesser penalties (censure and a letter of instruction) for violation of any standard of conduct or code of ethics established by law and for incapacity for three or more months?</p> <p><b>(5) Enmendar Los Procedimientos Y Las Sanciones Que Se Aplican A Las Supuestas Violaciones De Los Comisionados</b></p> <p>La Carta Constitucional actualmente dispone que si la Comisión de la Ciudad determina que uno de sus miembros ha cometido ciertos actos, tal Comisionado perderá su puesto.</p> <p>¿Deberá enmendarse la Carta Constitucional para aclarar los requisitos del proceso legal debido para tales audiencias y permitir que la Comisión considere sanciones menores (censura y una carta de instrucciones) por violar las normas de conducta o el código de ética establecidos por la ley y por incapacidad por tres meses o más?</p> <p><b>(5) Chanjman Pwosedir Ak Penalite Aplikab A Swadizan Vyolasyon Komisyonè</b></p> <p>Konstitisyon an aktyèlman pèmèt ke, si Komisyon Vil la ta rive jwenn ke yonn nan manm li yo te komèt sèten zak, Komisyonè sa a va pèdi pòs li a.</p> <p>Eske yo ta dwe chanje Konstitisyon an pou klarifye kondisyon pou jistis legal pou odyans sa yo, epi pèmèt Komisyon an konsidere pi piti penalite (sanski ak yon lèt blam) pou vyolasyon nenpòt ki konpòtman nòmal oswa kod etik ki etabli pa lalwa ak pou enkapasite pou twa oswa plis mwa?</p> <p><input type="radio"/> YES/SI/WI</p> <p><input type="radio"/> NO/NO/NON</p> | <p><b>(6) Create Procedures For Vacancies In Candidacy For Town Elected Office</b></p> <p>Section 166.031(6), Florida Statutes, requires that local governments create a procedure to address vacancies in candidacy before an election.</p> <p>Shall the Charter be amended to add procedures related to candidate vacancies including procedures for withdrawal, supplemental qualifying periods, treatment of remaining candidates, and effects of death, withdrawal or removal of candidates?</p> <p><b>(6) Crear Procedimientos Para Vacantes En Candidatura Para Puestos Elegidos De La Ciudad</b></p> <p>La Sección 166.031(6) de las Leyes de Florida exige que los gobiernos locales a crear un procedimiento para tratar vacantes en candidatura antes de una elección.</p> <p>¿Deberá enmendarse la Carta Constitucional para añadir procedimientos relacionados con las vacantes de candidatos, incluyendo procedimientos para retiro, períodos suplementares para calificación, tratamiento de candidatos restantes, y efectos de muerte, retiro o remoción de candidatos?</p> <p><b>(6) Kreye Pwosedir Pou Prezante Kandidati Pou Pòs Ki Vid Nan Vil La</b></p> <p>Seksyon 166.031 (6) Lwa Florid yo, mande pou gouvènman lokal yo kreye yon pwosedir pou rive kouvri pòs ki vid yo anvan yon eleksyon.</p> <p>Eske yo ta dwe chanje Konstitisyon an pou ajoute pwosedir ki gen rapò ak pòs ki vid ki gen ladan pwosedir pou retrè, peryòd siplemantè ki kalifyab, tretman kandida ki rete yo, ak konsekans lanmò, retrè oswa revokasyon yon kandida?</p> <p><input type="radio"/> YES/SI/WI</p> <p><input type="radio"/> NO/NO/NON</p> |

**LAUDERDALE-BY-THE-SEA TOWN CHARTER**  
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**ARTICLE I. - TRANSITION FROM ABOLISHED TOWN**

**Sec. 1.1. - Abolishing existing municipality.**

That the existing municipal government of the Town of Lauderdale-By-The-Sea, in the County of Broward and State of Florida, be and the same is hereby abolished. All of the provisions of Chapter 14184, Laws of Florida of 1929, Chapter 24658, Laws of Florida of 1947, and all other laws pertaining to the creation of the Town of Lauderdale-By-The-Sea be and the same are hereby repealed.

**Sec. 1.2. - Title to property reserved.**

That the title, rights and ownership of all property, both real and personal, uncollected taxes, dues, claims, judgments, decrees, chooses in action and all property and property rights held or owned by the municipalities named "Town of Lauderdale-By-The-Sea," abolished by this act, shall pass to and be vested in the municipal corporation organized under this Charter to succeed the municipality abolished.

**Sec. 1.3. - Obligations unimpaired.**

That no obligations or contracts of the said municipality hereby abolished, including bonds heretofore issued or any proceeding heretofore begun for any improvement, or for borrowing of money, or issuing of bonds, shall be impaired or avoided by this Charter, but such debts, obligations, contracts and bonds shall pass to and be binding upon the new municipality hereby created and organized, and all such proceedings heretofore begun for the construction of any improvements or for the borrowing of money or issuing of bonds may be continued and completed and binding upon the said new municipality; and likewise all debts of and claims against the abolished municipality shall be valid against the new municipality created.

**Sec. 1.4. - Officers held over.**

All officers and employees heretofore elected or appointed and holding office under the said municipality hereby abolished, shall continue to hold their respective offices and discharge the respective duties thereof under the new municipality hereby created until their successors are elected and qualified under the provisions of this Charter.

**Sec. 1.5. - Ordinances not impaired.**

All existing ordinances and resolutions of said abolished municipality, including the printed Code of Ordinances of the Town of Lauderdale-By-The-Sea, as amended, not in conflict with the provisions of this Charter, shall continue in effect unless repealed, amended, or modified by the municipality which is hereby organized or created.

**Sec. 1.6. - Establishment of new municipality; streets, highways, public grounds.**

The inhabitants of the Town of Lauderdale-By-The-Sea, as its boundaries are hereinafter established and designated, or as may hereinafter be established and designated shall continue to be a body politic and corporate, to be known and designated as "Town of Lauderdale-By-The-Sea," and as such shall have a perpetual succession, may use a common seal, may contract and be contracted with, and may sue and be



# **LAUDERDALE-BY-THE-SEA TOWN CHARTER**

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sued in all the courts of this state and in all matters whatsoever. That all lands heretofore dedicated for the use of the public for streets, highways, parks or public grounds, and all authorized changes or amendments thereto approved by the Board of County Commissioners of Broward County, Florida, whether by plat, act, or otherwise, are hereby vested in the Town of Lauderdale-By-The-Sea, and the control and jurisdiction thereof shall hereafter be vested in the Town Commission of the Town of Lauderdale-By-The-Sea.

### **Sec. 1.7. - Plat approved.**

The recorded plats of the subdivision of Lauderdale-By-The-Sea, as recorded in plat book 6, page 2, and the plat of Lauderdale Surf and Yacht Estates as recorded in plat book 22, page 46 of the public records of Broward County, Florida, are hereby approved.

## **ARTICLE II. - CORPORATE POWERS**

### **Sec. 2.1. - Legal title.**

This Charter is the Charter of the Town of Lauderdale-By-The-Sea, a municipal corporation of the State of Florida.

### **Sec. 2.2. - Boundaries.**

The following shall be the territory, the inhabitants of which are hereby established and organized into a municipal corporation, and over which such municipal corporation shall exercise its jurisdiction and powers, as may be amended from time to time in accordance with State law, to wit:

Beginning at the intersection of the south boundary line of Section 7, Township 49 South, Range 43 East with the centerline of the Intracoastal Waterway (Florida East Coast Canal), the Point of Beginning; thence in a northerly direction along the centerline of the Intracoastal Waterway to the intersection of said centerline with a line located twenty-five (25) feet south of and parallel to the north line of Section 7, Township 49 South, Range 43 East; thence in an easterly direction along a line located twenty-five (25) feet south of and parallel to the north line of said Section 7 to the intersection of said line with the east right-of-way line of the Intracoastal Waterway; thence in a northerly direction along the east right-of-way line of the Intracoastal Waterway to the intersection of said east right-of way line with the southwest corner of Lot 1, Block 16 of Terra Mar Island Estates, Second Addition, as recorded in Plat Book 31, Page 20 of the Public Records of Broward County, Florida; thence in an easterly direction along the south line of said Lot 1, Block 16 to the southeast corner of said Lot 1, Block 16; thence in a northerly direction along the east line of said Lot 1, Block 16 to the intersection of said east line with the westerly extension of the south line of Block 12 of said Terra Mar Island Estates, Second Addition; thence in an easterly direction along the westerly extension of the south line of said Block 12, along the south line of said Block 12 and along an easterly extension of said south line to the intersection of said extended line with the west line of Lot 1, Block 15 of said Terra Mar Island Estates, Second Addition; thence in a southerly direction along the west line of Lot 1, Block 15 and along the west line of Lot 10, Block 11 of Terra Mar Island Estates, First Addition as recorded in Plat Book 31, Page 10 of the Public Records of Broward County, Florida to the southwest corner of said Lot 10, Block 11; thence in an easterly direction along the south line of said Lot 10, Block 11 and along an easterly extension of said south line to the intersection of said extended line with the centerline of Spanish River; thence in a

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southerly direction along the centerline of the Spanish River to a point thirteen hundred and fifty (1,350) feet south of the north line of the Southeast One-Quarter (SE  $\frac{1}{4}$ ) of said Section 6, Township 49 South, Range 43 East; thence in a southerly direction for two hundred (200) feet to a point on a line located fifteen hundred and fifty (1,550) feet south of and parallel to the north line of the Southeast One-Quarter (SE  $\frac{1}{4}$ ) of said Section 6, said point being eleven hundred, twenty-seven and forty-three-hundredths (1,127.43) feet east of the east right-of-way line of the Intracoastal Waterway; thence in an easterly direction along the line located fifteen hundred and fifty (1,550) feet south of and parallel to said north line of the Southeast One-Quarter (SE  $\frac{1}{4}$ ) of said Section 6 to the intersection of said line with the east right-of-way line of State Road A-1-A; thence in a northerly direction along the east right-of-way line of State Road A-1-A to the intersection of said east right-of-way line with a line located eight hundred and fifty (850) feet south of and parallel to the north line of the Southeast One-Quarter (SE  $\frac{1}{4}$ ) of said Section 6; thence in an easterly direction along said parallel line and an easterly extension of said line, through Government Lot 2, Section 5, Township 49 South, Range 43 East to the intersection of said extended line with the Ordinary Low Watermark of the Atlantic Ocean; thence, continue in an easterly direction along said parallel line a distance of 3 miles (15,840 Ft) to the intersection of said extended line with the eastern boundary of the State of Florida; thence in an southerly direction along said eastern boundary of the State of Florida to the intersection with a line located three hundred and eighty (380) feet north of and parallel to the south line of the Northeast One-Quarter (NE  $\frac{1}{4}$ ) of the Southeast One Quarter (SE  $\frac{1}{4}$ ) of Section 7, Township 49 South, Range 43 East; thence in a westerly direction along said parallel line to the intersection of said line with the west right-of-way line of State Road A-1-A; thence in a northerly direction along the west right-of-way line of State Road A-1-A to the intersection of said west right-of-way line with the north line of the Southeast One-Quarter (SE  $\frac{1}{4}$ ) of Section 7, Township 49 South, Range 43 East; thence in a westerly direction along the north line of the Southeast One-Quarter (SE  $\frac{1}{4}$ ) and the Southwest One-Quarter (SW  $\frac{1}{4}$ ) of Section 7, Township 49 South, Range 43 East to the intersection of said north line with the east right-of-way line of the Intracoastal Waterway; thence in a southerly direction along the east right-of-way line of the Intracoastal Waterway to the intersection of said east right-of-way line with the south line of Section 7, Township 49 South, Range 43 East; thence in an easterly direction along the south line of Section 7, Township 49 South, Range 43 East to the intersection of said south line with the west line of the right-of-way of State Road A-1-A; thence in a northerly direction along the west line of the right-of-way of SR A-1-A to the intersection of said west line with a line located one hundred eighty (180) feet north of and parallel to the south line of the North One-Half (N  $\frac{1}{2}$ ) of the Southeast One-Quarter (SE  $\frac{1}{4}$ ) of Section 7, Township 49 South, Range 43 East; thence in an easterly direction along a line located one hundred eighty (180) feet north of and parallel to the south line of the North One-Half (N  $\frac{1}{2}$ ) of the Southeast One-Quarter (SE  $\frac{1}{4}$ ) of Section 7, Township 49 South, Range 43 East to the intersection of said parallel line with the Ordinary Low Watermark of the Atlantic Ocean; thence continue in an easterly direction along said line located one hundred eighty (180) feet north of and parallel to the south line of the North One-Half (N  $\frac{1}{2}$ ) of the Southeast One Quarter (SE  $\frac{1}{4}$ ) of Section 7, Township 49 South, Range 43 East for a distance of 3 miles (15,840 ft) to the intersection of said parallel line with the eastern boundary of the State of Florida; thence in a southerly direction along the said eastern boundary of the State of Florida to the intersection with the extension of south boundary line of Section 18, Township 49 South, Range 43 East; thence in a westerly direction along the extension of the south boundary line of Section 18, Township 49 South, Range 43 East to the intersection of said south boundary line with the centerline of the right-of-way of the Intracoastal Waterway; thence in a northerly direction along the centerline of the right-of-way of the Intracoastal Waterway to the intersection of said centerline with the north boundary line of Section 18,



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Township 49 South, Range 43 East, the Point of Beginning.

### **Sec. 2.3. - Definitions.**

As used in this Charter, the following words shall have the following meanings:

- (1) The words "abolished municipality" shall mean the municipality formerly existing under the provisions of Chapter 14184, Laws of Florida of 1929, and Chapter 24658, Laws of Florida of 1947.
- (2) The words "new municipality" shall mean the municipality established and created by this act, as may be amended from time to time.
- (3) The masculine pronoun shall designate and include the feminine, and the neuter, where the meaning so permits.
- (4) The word "person" used herein in the masculine gender, shall mean a male or female person, or legal corporate entity.
- (5) The word "municipality" herein shall refer to the municipality of the Town of Lauderdale-By-The-Sea, unless otherwise indicated.
- (6) The words "Town Commission" shall refer to the Town Commission of the Town of Lauderdale-By-The-Sea, Florida.

### **Sec. 2.4. - Seal.**

The official seal of the Town of Lauderdale-By-The-Sea hereby established shall bear the legend "Town of Lauderdale-By-The-Sea, Broward County, Florida, Seal, 1947."

### **Sec. 2.5. - Jurisdiction.**

The jurisdiction and powers of the Town of Lauderdale-By-The-Sea shall extend over all streets, alleys, sewers, parks, and all lands within said area, whether platted or unplatted, and the air above same; and to and over all waters, waterways, streams, bays, bayous, submerged lands, water bottoms and wharves; and to and over all persons, firms, and corporations, property and property rights, occupations, businesses and professions whatsoever within said boundaries.

The title to and jurisdiction over all streets, thoroughfares, parks, alleys, public lots, sewers, within the Town, and all other property and municipal plants of the Town now owned, possessed or operated by it, and all property of every kind and character which the Town may hereafter acquire within or outside the Town, or which may vest in it, or be dedicated to it, for its use or for the public use, shall be vested in the Town of Lauderdale-By-The-Sea, as created under this Charter.

### **Sec. 2.6. - General powers.**

The Town of Lauderdale-By-The-Sea is hereby created, established and organized, and shall have full power and authority to exercise all of the powers of local self-government and to do whatever may be deemed necessary or proper for the safety, health, convenience or general welfare of the inhabitants of

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said Town; to exercise full police powers; to do and perform all acts and things permitted by the laws of the State of Florida, and comprehend as duties in the performance of anything recognized as a "municipal purpose," whether now existing and recognized, or hereafter recognized as a municipal purpose by statute law or court decision. The enumeration of particular powers by this Charter shall not be held or deemed to be exclusive, but in addition to the powers enumerated herein, implied thereby, or appropriate to the exercise thereof, the Town of Lauderdale-By-The-Sea shall have and may exercise all other powers under the Constitution and Laws of Florida.

In addition, the Town has the authority to codify its ordinances into a Code of Ordinances of the Town of Lauderdale-By-The-Sea, and by a single ordinance to adopt such "Code of Ordinances of the Town of Lauderdale-By-The-Sea" as a complete revision of all existing and applicable ordinances on the date of such adoption; to adopt a decimal system similar to that used in Florida Statutes of 1941, and to amend such Code, once adopted, by reference to any section or sections. The "Code of Ordinances of the Town of Lauderdale-By-The-Sea" of 1940, as amended from time to time, except as modified by this Charter, is declared to be the existing Codified Ordinances of the Town of Lauderdale-By-The-Sea; and such Code of Ordinances may be amended from time to time by reference to any section or sections, and as many sections as desired may be amended by one (1) ordinance. Such "Code of Ordinances of the Town of Lauderdale-By-The-Sea," as amended from time to time, may be revised and codified or recodified, and such revised Code may be adopted by a single ordinance, and upon such revision shall be in full force and effect. The Town Attorney of the Town of Lauderdale-By-The-Sea shall have power and authority to codify any duly adopted ordinance of the Town of Lauderdale-By-The-Sea and assign proper section numbers and headings to various parts of such ordinances, and thereafter such section shall be cited in referring to such ordinances.

### **Sec. 2.7. - Review of charter provisions.**

As often as the Town Commission may deem necessary, but in any event, not less frequently than every twelve (12) years, the terms and provisions of this Charter shall be reviewed.

## **ARTICLE III. - ADMINISTRATION AND LEGISLATION**

### **Sec. 3.1. - Commission-manager form of government.**

The form of government of the Town of Lauderdale-By-The-Sea, provided for under this Charter, shall be known as the "commission-manager" form of government.

### **Sec. 3.2. - Creation of Town Commission.**

There is hereby created a Town Commission consisting of five (5) Commissioners, each of whom shall be elected at-large in the manner provided in this Charter. The Mayor-Commissioner and each Town Commissioner shall take and hold office for the term(s) provided in this Town Charter.

### **Sec. 3.3. - Qualifications of members.**

Only qualified electors who have resided in the Town of Lauderdale-By-The-Sea for at least six (6) months immediately prior to qualifying for office and who shall have attained the age of eighteen (18) years of age on or before the date the candidate files and qualifies in accordance with this Charter as a

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candidate for office, shall be eligible to hold the office of Commissioner.

Each Commissioner and candidate for Commissioner shall be elected from the election district in which he or she is domiciled for at least six (6) months immediately prior to qualifying for such office by the greatest number of votes of all registered electors residing within the Town. Once elected, a Commissioner from an election district shall remain a domiciliary of the election district during his or her term of office. Any Commissioner who shall cease to possess the qualifications required herein shall forthwith forfeit his or her office, except a Commissioner holding office will not have his/her term cut short by the establishment of or subsequent change of district boundary lines.

### **Sec. 3.4. - Standards of conduct; code of ethics.**

In addition to the ethical standards of conduct established by general law for elected officials, appointed officials, and employees, the Town Commission may, by ordinance, establish ethical conduct standards for elected officials, appointed officials, and employees of the Town.

### **Sec. 3.5. - Legislative powers.**

The legislative powers of the Town shall be vested in and exercised by the Town Commission, consistent with the provisions of the Constitution of the United States of America, the Constitution and statutes of the State of Florida, this Charter, and the laws and ordinances of the Town of Lauderdale-By-The-Sea. Except as otherwise provided in Article IV or elsewhere in this Charter, or by the Constitution or statutes of the State of Florida, the Town Commission may by ordinance or resolution prescribe the manner in which any powers of the said Town shall be exercised.

### **Sec. 3.6. - Non-interference in Town Administration.**

The Town Commission or its members shall not give orders to any Town officer or employees who are subject to the direction and supervision of the Town Manager, either publicly or privately. Nothing in the foregoing is to be construed to prohibit individual members of the Town Commission from examining by question and personal observation all aspects of Town government operations so as to obtain independent information to assist the members in the formulation of policies to be considered by the Commission and assure the implementation of such policies as have been adopted. It is the express intent of this provision, however, that such inquiry shall not interfere directly with the regular municipal operations of the Town and that recommendations for change or improvements in Town government operations be made to and through the Town Manager.

## **ARTICLE IV. - INITIATIVE AND REFERENDUM**

### **Sec. 4.1. - Power to initiate and reconsider ordinances.**

(1) *Initiated ordinances.* The registered voters of the Town shall have power to propose ordinances to the Commission and, if the Commission fails to adopt an ordinance so proposed without any change in substance, to adopt or reject it by a referendum vote at a Town election.

(2) *Repeal and amendment of adopted ordinances.* The registered voters of the Town shall have power to require reconsideration by the Commission of any adopted ordinance and, if the Commission fails to repeal or amend as proposed in the initiative petition an ordinance so reconsidered, to amend or repeal it



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by a referendum vote at a Town election.

**Sec. 4.2. - Commencement of initiative.**

(1) *Filing with Town Clerk.* A minimum of ten registered electors (voters) of the Town may commence initiative, repeal or amendment proceedings by filing with the Town Clerk an affidavit stating that they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses, specifying the address to which all notices to the petitioners' committee are to be sent, and setting out in full the proposed initiated ordinance or citing the ordinance sought to be reconsidered. Promptly after the affidavit of a petitioners' committee is filed, the Town Clerk may, at the committee's request and at their expense, issue the appropriate petition blanks to the petitioners' committee.

(2) *Review by the Town Attorney.* Prior to circulation, a petition and the proposed ordinance, if any, shall be reviewed as to legal form by the Town Attorney. The Town Attorney's review of a petition package shall not extend to review of the substance of a proposed ordinance, or an ordinance proposed for repeal or amendment, but shall be strictly limited to a review as to legal form. No later than fourteen (14) calendar days from filing date of a petition with the Town Clerk, the Town Attorney shall, by hand delivery or registered mail, inform the petitioners' committee and Town Clerk either that the petition and ordinance, if any, are in proper legal form or, if not, then specifically what measures are required to render them in proper form. Upon request by the petitioners' committee, the Town Attorney will assist the committee to render documents in proper legal form for consideration by the Town Commission, but will not offer legal counsel or opinions to the petitioners' committee or its representative. Failure by the Town Attorney to inform the petitioners' committee and Town Clerk of his or her determination as to form within fourteen (14) calendar days after the petitioner files a petition and proposed ordinance, or petition for reconsideration of an ordinance, with the Town Clerk shall be deemed a determination that the document(s) is/are in proper legal form.

**Sec. 4.3. - Execution of petitions; requirements.**

(1) *Number of signatures.* Initiative and referendum petitions must be signed by registered voters of the Town equal in number to at least ten (10) percent of the total number of those registered to vote in the Town at the last general municipal election.

(2) *Form and content.* All papers of a petition shall be assembled as one instrument of filing. Each signature shall be executed in ink and shall be followed by the printed name and address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or required to be reconsidered.

(3) *Affidavit of circulator.* Each paper of a petition shall have attached to it when filed an affidavit by the circulator thereof stating that he or she personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his or her presence, that he or she believes them to be the genuine signatures of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance proposed or required to be reconsidered.

(4) *Filing deadline.* All initiative and referendum petitions must be filed with 60 days of the date on which proceedings with respect to such initiatives are commenced.

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### **Sec. 4.4. - Filing procedure.**

(1) *Certificate of Clerk; amendment.* Within 20 days after an initiative petition is filed or within five days after a petition for repeal or amendment of an ordinance is filed, the Clerk shall complete a certificate as to its sufficiency (the "Certificate"). Grounds for insufficiency are only those specified in Sec. 4.3 of this Article. If insufficient, the Certificate shall specify the particulars of the deficiency. A copy of the Certificate shall be promptly sent to the petitioners' committee by hand delivery or registered mail. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the Clerk within two business days after receiving the copy of the Certificate and files a supplementary petition upon additional papers within fourteen (14) calendar days after receiving the copy of the Certificate. Such supplementary petition shall comply with the requirements of Sec. 4.3 of this Article. Within five business days after a supplementary petition is filed, the Clerk shall complete a Certificate as to the sufficiency of the petition, as amended, and shall promptly send a copy of such Certificate to the petitioners' committee by registered mail or hand delivery as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request Commission review under subsection (2) of this Section 4.4 within the time required, the Clerk shall promptly present the Certificate to the Commission and such Certificate shall then be a final determination as to the sufficiency of the petition.

(2) *Commission review as to sufficiency.* If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it or if an amended petition has been certified insufficient, the committee may, within two business days after receiving the copy of such Certificate, file a request that it be reviewed by the Commission. The Commission shall then review the Certificate at its next meeting following the filing of such request and approve or disapprove it, and the Commission's determination shall then be a final determination as to the sufficiency of the petition.

### **Sec. 4.5. - Action on petitions.**

(1) *Action by Town Commission.* When an initiative petition or a petition for the repeal or amendment of an existing ordinance has been finally determined to be sufficient, the Town Commission shall promptly consider or reconsider the ordinance. Whether or not the Commission approves at first reading an initiated ordinance, or the repeal or amendment, as proposed, of a referred ordinance, the Commission shall proceed to a second reading at its next scheduled meeting, and shall otherwise comply with all requirements under Sec. 166.041 F. S. for public notice and public hearings prior to the adoption of an ordinance. If the Commission fails to adopt a proposed initiative ordinance without any change in substance within forty-five (45) calendar days, or fails to repeal or amend a referred ordinance in accordance with the initiative petition within thirty (30) calendar days, it shall submit the proposed or referred ordinance to the registered voters of the Town by referendum vote at an election. The referendum vote by registered Town voters shall constitute an "additional requirement for the enactment of ordinances" as specified in paragraph (6) of Section 166.041 F.S., in lieu of and as a greater, increased requirement than the affirmative majority vote of the governing body referred to in paragraph (4) of Sec. 166.041 F. S. If the Commission fails to act on a proposed initiative ordinance or a referred ordinance within the time period specified in this paragraph, the Commission shall be deemed to have failed to adopt the proposed initiative ordinance or failed to repeal or amend the referred ordinance on

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the last day that the Commission was authorized to act on such matter. In that event, the Commission shall nevertheless comply with the public notice and public hearing requirements of Sec. 166.04 F.S. relative to the ordinance in question.

(2) *Submission to voters.* The vote of the Town on a proposed referred ordinance shall be held not less than ninety (90) days nor more than one hundred twenty (120) days from the date of Commission acted or was deemed to have acted pursuant to paragraph (1) of this section. If no regular election is to be held within the period described in this paragraph, the Commission shall provide for a special election, except that the Commission may, in its discretion provide for a special election at an earlier date within the described period. Copies of the proposed or referred ordinance shall be made available at the polls.

(3) *Withdrawal of petitions.* An initiative or referendum petition may be withdrawn at any time prior to the fifteenth (15th) day preceding the day scheduled for a vote of the Town by filing with the Town Clerk a request for withdrawal signed by at least eight-tenths of the members of the petitioners' committee. Upon the filing of such request, the petition shall have no further force or effect and all proceedings thereon shall be terminated.

### **Sec. 4.6. - Results of election.**

(1) *Initiative.* If a majority of the registered voters voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results. If conflicting ordinances are approved at the same election, the one receiving the greater or greatest number of affirmative votes shall prevail to the extent of such conflict.

(2) *Repeal and amendment of referred ordinances.* If a majority of the registered voters voting on a referred ordinance vote for repeal or for amendment, it shall be considered repealed or amended, as appropriate, upon certification of the election results.

### **Sec. 4.7. - Ordinances affecting initiated ordinances; procedure for adoption.**

An ordinance passed as a result of a vote of the registered voters of the Town, whether prior or subsequent to the effective date of this Article, may be repealed or amended only by a similar vote of the registered voters of the Town. The Town Commission may, by resolution, submit to the registered voters of the Town at any regular or special election for a referendum vote, a proposed ordinance to repeal or amend any such ordinance. Notice of the Town Commission's intention to submit such a proposed ordinance to the registered voters shall be published by the Town Commission no less than ninety (90) days nor more than one hundred twenty (120) days prior to such election, in the manner required for the publication of initiated ordinances. If an amendment is so proposed, such notice shall contain the proposed amendment in full. The Town Commission's submittal of such an ordinance shall be in the same manner, and the vote shall have the same effect as in cases of ordinances submitted to a vote of the registered voters of the Town by popular petition.

## **ARTICLE V. - TOWN OFFICERS AND EMPLOYEES**

### **Sec. 5.1. - Vesting of administrative and executive powers.**

The executive and administrative powers of the Town, not herein otherwise provided for, shall be vested



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in and exercised by the following officers:

- (1) Mayor-Commissioner;
- (2) Town Manager;
- (3) Town Attorney;

The Town Manager and Town Attorney shall be appointed by the Town Commission. The Town Commission may by ordinance create, change and abolish offices, department or agencies other than the offices, departments or agencies established by this Charter.

**Sec. 5.2. - Functions and duties of Mayor-Commissioner.**

The Mayor-Commissioner or, in his/her absence or disqualification, the Vice Mayor or Mayor Pro Tem shall perform the following functions:

- (1) The Mayor-Commissioner shall preside at all meetings of the Town Commission and perform all duties consistent with his/her office, and shall have a voice and vote in the proceedings of the Town Commission, but no veto power. The Mayor-Commissioner shall vote last upon the roll call of Commissioners.
- (2) The Mayor-Commissioner shall use the title of Mayor in any case in which the execution of legal instruments, writings, or other papers so require; but this shall not be considered as conferring upon the Mayor-Commissioner any of the administrative or judicial functions of a Mayor under the general laws of the state, except as herein provided.
- (3) The Mayor-Commissioner shall be recognized as the official head of the Town by the courts for the purposes of serving civil processes; by the government in the exercise of military law; and by the public in general for all ceremonial purposes.
- (4) The Mayor-Commissioner may govern the Town by proclamation, under the direction of the Town Commission, during times of grave public danger or emergency, and the Town Commission shall be judge of what constitutes such public danger or emergency.
- (5) The Mayor-Commissioner shall exercise all the powers and duties of the Mayor-Commissioner as provided in the Charter, as well as all those powers and duties that may be conferred upon the Mayor-Commissioner by the Town Commission in pursuance of the provisions of this Charter.

**Sec. 5.3. - Town Manager—Appointment, qualifications and compensation.**

The Town Commission shall appoint a Town Manager who shall be the administrative head of the municipal government under the direction and supervision of the Town Commission. The Town Manager shall hold office at the pleasure of the Town Commission. The Town Manager shall receive such compensation as determined by the Town Commission through the adoption of an appropriate resolution. The Town Manager shall be appointed by resolution approving an employment contract between the Town and the Town Manager. The Town Manager shall be appointed solely on the basis of education and experience in the accepted competencies and practices of local public management

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including, a graduate degree with a concentration in public administration, public affairs, public policy, or public finance and two (2) years' experience as an appointed city manager or county manager, or four (4) years' experience as an assistant or deputy city manager or assistant or deputy county manager. Alternatively, the Town Manager shall be appointed on the basis of education and experience in the accepted competencies and practices of local public management that is determined by the Town Commission to be commensurate to those listed in the prior sentence.<sup>1</sup>

**Sec. 5.4. - Town Manager—Absence or disability; removal.**

During the absence or disability of the Town Manager, the Town Commission may by resolution designate some properly qualified person to temporarily execute the functions of the Town Manager. The person thus designated shall have the same powers and duties as the Town Manager, and shall be known while so serving as "Acting Town Manager." The Town Manager or Acting Town Manager may be removed by the Town Commission at any time.

**Sec. 5.5. - Town Manager—Powers and duties.**

The Town Manager shall be responsible to the Town Commission for the proper administration of all affairs of the Town coming under the Town Manager's jurisdiction, and the Town Manager's powers are and they shall be:

- (1) To see that the laws and ordinances of the Town are enforced.
- (2) To appoint or remove all subordinate officers and employees.
- (3) To exercise, control and direct supervision over all departments and divisions of the municipal government under the classified service, except where otherwise provided.
- (4) To see that all terms and conditions imposed in favor of the Town or its inhabitants in any public utility franchise are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the Town Attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same.
- (5) To attend all meetings of the Town Commission, with right to take part in the discussions, but without having a vote.
- (6) To recommend to the Town Commission for adoption such measures as the Town Manager may deem necessary or expedient in the interest of the Town.
- (7) To keep the Town Commission fully advised as to the financial conditions and needs of the Town and at the proper time to submit to the Town Commission for its consideration an annual budget.
- (8) To advise and consult with all officers and official heads of the several departments of the Town relative to the affairs of such department, and to make recommendations to the Town

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<sup>1</sup> Additions are shown in underlined text; deletions are shown in ~~strikethrough~~ text.

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Commission respecting such departments as the Town Manager may see fit.

(9) To perform such other duties as may be prescribed under this Charter, or may be required of the Town Manager by motion, direction, ordinance or resolution of the Town Commission.

(10) To prepare and submit to the Town Commission an annual financial audit of its accounts and records, completed no later than six (6) months after the end of its fiscal year by an independent certified public accountant retained by the Town Commission and paid from its public funds.

(11) To sign all checks, warrants, bonds and agreements issued by the Town of Lauderdale-By-The-Sea.

(12) To assist the Town Commission to develop long-term goals for the Town and strategies to implement these goals.

(13) To encourage and provide staff support for regional and intergovernmental cooperation.

(14) To promote partnerships among the Town Commission, staff, and citizens in developing public policy and building a sense of community.

**ARTICLE VI. - ELECTIONS.**

**Sec. 6.1. - Mayor-Commissioner and Commissioners; term of office; election; transition.**

(1) Beginning with the regular election to be held on the second Tuesday in the month of March, 2008, and every two (2) years thereafter, a Mayor-Commissioner shall be elected for a term of two (2) years until his successor is elected and qualifies.

(2) Commencing with the regular election of the Town held in March, 2006, and continuing with successive elections at intervals of four years, candidates may qualify for the offices of Town Commissioner Seat 1 and Town Commissioner Seat 2, each elected at large. Town Commission Seat 1 and Town Commission Seat 2 shall replace the two Commission seats vacated by the expiration of the term of the two Commissioners in March, 2006. The candidate for Seat 1 shall reside in the north district of the Town. The candidate for Seat 2 shall reside in the south district of the Town. The candidates receiving the most votes for each seat shall be elected, and shall serve a term of four (4) years.

(3) Commencing with the regular election of the Town held in March, 2008, and continuing with successive elections at intervals of four years, candidates may qualify for the offices of Town Commission Seat 3 and Town Commissioner Seat 4, each elected at large. Town Commission Seat 3 and Town Commission Seat 4 shall replace the two Commission seats vacated by the expiration of the term of two Commissioners in March of 2008. The candidate for Seat 3 shall reside in the north district of the Town. The candidate for Seat 4 shall reside in the south district of the Town. The candidates receiving the most votes for each seat shall be elected, and shall serve a term of four years.

(4) All elections for the position of Town Commissioner or Mayor-Commissioner shall be held on the second Tuesday of March of each even-numbered year, or as provided for by law.



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(5) The geographic boundary for the northern and southern districts shall be designated, prepared and identified no later than the first of September, 2004, and again in 2012 through a contract entered into by the Town with an accredited four (4) year college or university located within the state of Florida for the purpose of identifying and designating the northern and southern election districts within the Town. The Town Commission district boundaries shall be of equal population, compact, proportional, and logically related to the natural internal boundaries of the neighborhoods within the Town. The principal of nondiscrimination and one person/one vote shall be adhered to strictly.

(6) In the event no candidate qualifies for election for any designated Town Commission seat within the first ten (10) calendar days of the qualifying period, then any qualified person who resides anywhere in the Town may qualify for such seat. Thereafter, if no person qualifies for such seat, a vacancy shall be declared and filled in accordance with this Charter.

(7) The Town Commission shall adopt by Ordinance the creation and establishment of the boundaries of the initial northern and southern Town Commission seat districts no later than January 1, 2005. The Ordinance shall provide for the implementation of said election districts to be effective for the elections to be held in the Town commencing in March, 2006.

**Sec. 6.2. - Vice Mayor and acting Mayor Pro-Tem.**

No later than ~~On~~ the second regularly scheduled Town Commission meeting to occur ~~Tuesday~~ following each regular election, one (1) member of the Town Commission may be designated, by resolution, as Vice Mayor to preside in the absence of the Mayor-Commissioner. In the event that the designated Mayor-Commissioner and the Vice Mayor are absent at any meeting of the Town Commission, any member of the Town Commission may be designated by the Town Commission to act as Mayor Pro-Tem for such meeting.

**Sec. 6.3. - Qualifications of members of Town Commission.**

(1) To be eligible to hold the office of Mayor-Commissioner or Commissioner of the Town of Lauderdale-By-The-Sea, or to qualify for candidacy for Mayor-Commissioner or Commissioner, the individual shall be a bona fide resident and citizen of the Town of Lauderdale-By-The-Sea, shall have resided in the said town for the six (6) months immediately preceding the date of election, shall be a registered voter pursuant to Florida law, and shall be otherwise qualified as provided for in the Charter.

(2) No person may be a candidate for Commissioner, nor may be appointed to fill a vacancy as a Commissioner, if that person has served during both of the two preceding consecutive Commission terms for that seat as a Commissioner or a Mayor-Commissioner or both, without a two year break in service.

(3) No person may be a candidate for Mayor-Commissioner, nor may be appointed to fill a vacancy as the Mayor-Commissioner, if that person has served during each of the three preceding consecutive Mayor-Commissioner terms as a Mayor-Commissioner.

(4) Service of one year or less of a term by a person who had not previously served as either a Commissioner or Mayor-Commissioner shall not be considered for purposes of term limits.

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(5) Service for purposes of term limits shall be determined as of the time the person would take office.

(6) No person may be a candidate for Mayor-Commissioner or Town Commissioner, nor may be appointed to fill a vacancy as the Mayor-Commissioner or Town Commissioner, if that person has consecutively served fourteen (14) years in any combination of offices without a two-year break in service.

**Sec. 6.4. - Qualifications of candidates; notice of candidacy; payment of fee.**

Any individual who possesses the qualifications as provided in this Charter, may be a candidate for the office of Mayor-Commissioner or Commissioner by filing a verified notice of candidacy for Town Commission with the Town Clerk. Such notice shall be in the following form:

NOTICE OF CANDIDACY FOR  
TOWN COMMISSIONER OR MAYOR-COMMISSIONER

I, \_\_\_\_\_ (Name of Candidate) \_\_\_\_\_, residing at \_\_\_\_\_ (Residence Address of Candidate) \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_,  
Lauderdale-By-The-Sea, Broward County, Florida, do hereby give notice of my candidacy for the office of Town Commissioner/Mayor-Commissioner of the Town of Lauderdale-By-The-Sea, Florida, in the forthcoming election to be held in said Town on \_\_\_\_\_ (Date of Primary)\_\_\_\_\_. I do further state that I am a citizen of the United States of America, and a resident of the Town of Lauderdale-By-The-Sea; that I have resided in the Town of Lauderdale-By-The-Sea for the six (6) months immediately preceding the date of the election to be held; and that I have fully satisfied all conditions precedent to such candidacy, pursuant to the provisions of the laws of the State of Florida and the Town Charter.

\_\_\_\_\_  
(Candidate's Signature)

STATE OF FLORIDA  
COUNTY OF BROWARD

Before me, the undersigned authority, this day personally appeared \_\_\_\_\_ (Name of Candidate) \_\_\_\_\_ who, upon being duly sworn, deposed and said: that he/she is the candidate referred to in the foregoing Notice; that he/she is familiar with the contents of said Notice, and that the facts and matters therein stated are true; and that he/she did sign said Notice for the purpose therein specified.

(Candidate)

Sworn to and subscribed before me, this the \_\_\_\_\_ day of \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

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Notary Public, State of Florida

My commission expires: \_\_\_\_\_

The individual who files the notice as prescribed, and who pays the qualifying fee as prescribed, if otherwise found to be qualified, shall be entitled to have his/her name printed upon the official ballot at such town election.

**Sec. 6.5. - Vacancies.**

The office of a Commissioner, or the office of the Mayor-Commissioner, shall become vacant upon the person's death, resignation, removal from office in any manner authorized by law, or forfeiture of the office, such forfeiture to be declared by the remaining members of the Town Commission.

**Sec. 6.6. - Forfeiture of office.**

A Commission member, or the Mayor-Commissioner, shall forfeit the office if the person:

- (1) Lacks, at any time during a term of office, any qualification for the office prescribed by this Charter or general law;
- (2) Violates any standard of conduct or code of ethics established by law for public officials;
- (3) Is convicted of a felony while in office;
- (4) Fails to attend four (4) consecutive regular meetings of the Town Commission without being excused by the Town Commission by formal action entered upon the minutes; or
- (5) Becomes incapable of performing the duties of the office for a period of more than three (3) months.

In all circumstances arising under this section, the Town Commission shall be the judge of its own membership.

**Sec. 6.7. - Forfeiture hearing and process.**

A member of the Town Commission charged with conduct constituting grounds for forfeiture of his office shall be entitled to a public hearing on demand, and notice of such hearing shall be published in one or more newspapers of general circulation in the Town at least thirty days before the scheduled hearing. The Town Commission shall be the sole judge of the qualifications of its members and shall hear all questions relating to forfeiture of a Commissioner's or Mayor-Commissioner's office, including whether or not good cause for absence has been, or may be, established. The Commissioner in question shall have the burden of establishing good cause for absence; provided, however, that any Commissioner may at any time during any duly held meeting move to establish good cause for his or her absence or the absence of any other Commissioner, from any past, present, or future meeting(s), which motion, if carried, shall be conclusive. A Commissioner whose qualifications are in question, or who is otherwise subject to forfeiture of his/her office, shall not vote on any such matters. Any final determination by the Town Commission that a Commissioner or the Mayor-Commissioner has forfeited his or her office shall be made by resolution approved by a unanimous vote of the remaining members of the Town



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Commission. All votes and other acts of the Commissioner in question prior to the effective date of such resolution shall be valid regardless of the grounds of forfeiture.

**Sec. 6.8. - Filling of vacancies.**

A vacancy on the Town Commission, including the office of Mayor-Commissioner, shall be filled in the following manner:

(1) If there are less than one hundred eighty (180) days remaining in the unexpired term, or if there are less than one hundred eighty (180) days before the next federal, state, county or Town election, the remaining Commissioners, including the Mayor-Commissioner, shall, by majority vote, appoint a successor within thirty (30) days of the occurrence of the vacancy from among all qualified applicants. The person or persons so appointed must possess all of the required qualifications to be a member of the Town Commission. The Commissioner or Mayor-Commissioner appointed by the Town Commission to fill the vacancy as specified herein shall serve only until the next federal, state, county, or Town election. Further, the Commissioner or Mayor-Commissioner elected at such election shall serve only the unexpired term of the Commissioner or Mayor-Commissioner whose position became vacant.

(2) If there are more than one hundred eighty (180) days remaining on an unexpired term, or if there are more than one hundred eighty (180) days before the next federal, state, county, or Town election, the Town Commission shall schedule a special election to be held no sooner than ninety (90) days nor more than one hundred twenty (120) days following the occurrence of the vacancy. The Commissioner or Mayor-Commissioner elected to fill the vacancy at any special election shall serve only the unexpired term of the Commissioner or Mayor-Commissioner whose position became vacant.

(3) In the event of the death, resignation, or removal of the Mayor-Commissioner, the Vice Mayor shall forthwith commence to serve as interim Mayor-Commissioner until the position of Mayor-Commissioner is filled by election or appointment. When the Vice Mayor becomes interim Mayor-Commissioner, the Town Commission, by majority vote shall appoint one of the remaining Commissioners to become interim Vice Mayor. The Commissioner serving as Mayor-Commissioner, or the Vice Mayor, shall serve as Commission-Mayor, or Vice Mayor, until the newly elected or appointed Commissioner-Mayor, or Vice Mayor, is sworn into office. The interim Mayor-Commissioner, and interim Vice Mayor shall then return to the positions of Vice Mayor and Commissioner which he/she previously held to serve the remainder of his or her unexpired term.

(4) In the event of the death, resignation, or removal of the Vice Mayor, the Town Commission shall, by majority vote, elect one of the Commissioners to serve as Vice Mayor.

**Sec. 6.9. - Extraordinary vacancies.**

In the event that all members of the Town Commission are removed by death, disability, or forfeiture of office, the Governor of the State of Florida shall appoint an interim Town Commission that shall call a special election as provided above to fill the vacancies.

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**Sec. 6.10. - Vacancy in candidacy for Mayor-Commissioner or Commissioner.**

(a) Withdrawal. A candidate for Mayor-Commissioner or Commissioner may withdraw at any time prior to the election by filing a sworn, executed statement of withdrawal with the Town Clerk.

(b) Effect of death, withdrawal or removal where candidate remains on the ballot.

(1) No supplemental qualifying period. If the death, withdrawal or removal from the ballot of a qualified candidate or candidates for office following the end of the qualifying period leaves less than two candidates for that office, the remaining candidate shall be declared elected and no election shall be held for that office.

(2) Changes in ballot. The name of any qualified candidate who has withdrawn, died or been removed from the ballot shall not be printed on the ballot. If the ballot cannot be changed, any votes for that candidate shall be null and void.

(c) Effect of death, withdrawal or removal where no candidate remains on the ballot. Should a vacancy in candidacy leave no candidate remaining for an office after the conclusion of the qualifying period, the resulting vacancy shall be handled as provided in Section 6.8 of the Charter.

**ARTICLE VII. - PLANNING AND ZONING.**

**Sec. 7.1. - Maximum height for buildings established; referendum vote required for increases in zoned residential-district height limits.**

(1) No building within the jurisdictional boundaries of the Town, as they existed on March 20, 2006, shall have more than four (4) stories above grade, and the maximum height of buildings within the Town that have four (4) stories above grade shall be forty-four (44) feet above grade, as defined in the Florida Building Code, or above a horizontal plane eighteen inches above the crown of the roadway at the highest point adjoining the property on which the building is located, whichever of those two levels is higher. The maximum height for all other buildings within the Town shall be thirty-three (33) feet

- (a) Above grade, as defined in the Florida Building Code, or
- (b) Above a horizontal plane eighteen inches above the crown if the roadway at the highest point adjoining the property on which the building is located, or
- (c) Above the minimum elevation for a habitable, finished floor permitted under applicable federal or Florida state regulations,

Whichever of those three levels is highest. Height shall be measured from the applicable base level specified above to the highest point on a flat roof, or to the median elevation between the peak of a sloped roof and the lowest edge of the sloped roof. In accordance with the Florida Building Code, bulkheads and penthouses used solely to enclose stairways, tanks, elevator machinery or shafts or ventilation or air conditioning apparatus shall not be included in determining building height; all other roofs structures, including parapet walls, shall not exceed four feet in height above the maximum allowed building height.

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(2) In any building within the Town that has more than three (3) stories above grade, the first story shall be at grade level and shall be used for parking, either with or without toll collection booths. The first story may also be used for storage, refuse, security, registration, maintenance, and/or access, either with or without a lobby, provided that at least one-half ( $\frac{1}{2}$ ) of the square footage of the first story is used for parking. Only within districts of the Town zoned for business ("B") use, the first story of buildings having more than three (3) stories above grade may also be devoted to non-residential commercial uses, provided that dedicated parking required by Town ordinance or code for the proposed buildings is provided off-street at a location on or adjacent to the property on which the buildings are situate, and designed so as to enable the parked vehicles to egress the parking space without having to back out into traffic. In any building within the Town that has more than three (3) stories above grade, the first story shall be restricted to the above enumerated uses, and may be used for no other purpose whatsoever. For the purposes of this provision of the Charter, a story is at grade level if its floor is at or below grade and its ceiling is above grade; a story that is at grade level is also above grade. Nothing in this paragraph shall be construed so as to prohibit any building within the Town that has more than three (3) stories above grade from also having one (1) or more subterranean stories below grade, provided, however, that in any building within the Town that has more than three (3) stories above grade, all subterranean stories shall be subject to the same restrictions on use as are established in this paragraph for the first story.

(3) Buildings which exceed thirty three (33) feet above grade, and which exceed thirty three (33) feet above the horizontal plane eighteen inches above the crown of the roadway at the highest point adjoining the property on which the building is located, but which are nevertheless allowed under subparagraph (1)(c) of this Section, and which do not include a non-habitable first floor with ample parking as required by Town ordinance or code, in accordance with the number and type of units in those buildings, must have dedicated off-street parking at a location on or adjacent to the property on which the buildings are situate. Parking for buildings in this category must be designed so as to enable the parked vehicles to egress the parking space without having to back out into traffic.

(4) All existing buildings within the Town that were legally in compliance with existing height and use restrictions on March 20, 2006, or were grandfathered on that date, but that either exceed the maximum building height limit established in paragraph (1), above, of this section of the Charter, or that fail to comply, where applicable, with the restrictions on use established in paragraph (2), above, of this section of the Charter, (hereinafter referred to as "Non-conforming Buildings") shall be considered legal, but non-conforming.

(5) Notwithstanding the maximum building height limit established in paragraph (1), above, of this section of the Charter, an existing non-conforming building may be replaced by a new nonconforming building when, and only when:

- (a) The existing non-conforming building has:
  - (i) Been destroyed by fire, natural disaster, or other act of God; and
  - (ii) The property owner has submitted and received Town approval of a site plan depicting the replacement building; and
  - (iii) Construction of the replacement building is commenced within twelve (12) months of the date of destruction; or



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- (b) The existing non-conforming building is:
  - (i) Demolished as part of a Town approved redevelopment of the property; and
  - (ii) Prior to demolition, the property owner has submitted and received Town approval of a site plan depicting the replacement building; and
  - (iii) Construction of the replacement building is commenced within six (6) months of the date of site plan approval.
  
- (c) The Town Commission may grant one (1) or more six (6) month extensions to the time periods for commencement of construction established in paragraphs (5)(a)(iii) and (5)(b)(iii), above, provided a written request for extension is filed with the Town Clerk prior to (in the case of a first request for extension) the expiration of the initial applicable time period for commencement of construction or prior to (in the case of a subsequent request for extension) the expiration of the most recent extension of the applicable time period for commencement of construction.
  
- (d) All new non-conforming buildings constructed pursuant to the provisions of either paragraph (5)(a) or (5)(b), above, shall comply, where applicable, with the restrictions on use established in paragraph (2), above, and the provisions for parking availability established in paragraph (3), above, of this section of the Charter.
  
- (e) The maximum allowable height of any new non-conforming building constructed pursuant to the provisions of either paragraph (5)(a) or (5)(b), above, shall not exceed the original height of the non-conforming building which it replaces, plus any additional height which (because of the requirements of state or federal law, or because of the restrictions on use established in paragraph (2), above, of this section of the charter) may be necessary to obtain the same number of habitable stories as was contained in the original non-conforming building. Nothing in this section of the Charter shall be construed to prevent a new non-conforming building from being constructed to a lesser height or from containing fewer habitable stories than that of the original non-conforming building which it replaces. For the purposes of this provision of the Charter, the term "habitable story" means any story or part thereof that is used as a home or place of abode, either permanent or temporary, by one (1) or more persons.
  
- (f) The maximum allowable square footage of any new nonconforming building constructed pursuant to the provisions of either paragraph (5)(a) or (5)(b), above, shall not exceed the original square footage of the non-conforming building which it replaces, plus any additional square footage which (because of the requirements of state or federal law, or because of the restrictions on use established in paragraph (2), above, of this section of the Charter) may be necessary to obtain the same number of habitable square feet as was contained in the original non-conforming building. Nothing in this section of the Charter shall be construed to prevent a new nonconforming building from being constructed either with less total square footage or with less habitable square footage than that of the original non-conforming building which it replaces. For the purposes of this section of the Charter, the term "habitable square footage" means the square footage of that portion of a building that is used as a home or place of abode, either permanent or temporary, by one (1) or more persons.

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(6) The maximum building height limits, the restrictions on use and the maximum allowable square footage, and the provisions governing parking established in paragraphs (1), (2), (3) and (5), above, of this section of the Charter, shall be applicable to all real property located within the boundaries of the Town as the boundaries exist on March 20, 2006.

(7) Every resident of the Town shall have the standing to enforce the maximum building height limits and the maximum allowable square footage established in paragraphs (1), (2) and (5), above, of this section of the Charter, by means of a suit in equity seeking either mandamus; prohibition; or any combination thereof, but nothing in this provision of the Charter shall be construed to either create a cause of action at law for money damages, or to authorize a court of equity to award money damages as an incident to equitable relief, or to authorize an award of attorney's fees to the prevailing party or to any other party.

(8) The maximum building height limit established in paragraph (1), above, of this section of the Charter, supersedes any existing zoning ordinance or land development regulation to the extent that said zoning ordinance or land development regulation establishes anywhere within the Town a maximum building height limit greater than that established in paragraph (1), above, of this section of the Charter, but nothing in this section of the Charter shall be construed to supersede, modify or repeal any existing zoning ordinance or land development regulation that establishes anywhere within the Town a maximum building height limit lower than that established in paragraph (1), above, of this section of the Charter.

(9) The Town Commission may not increase, by ordinance or by variance, the maximum building height limits established in paragraphs (1) and (5), above, of this section of the Charter, nor may the Town Commission modify, amend or repeal, by ordinance or by variance, the restrictions on use established in paragraph (2), above, or the provisions for parking availability established in paragraphs (2), (3) or (5), above, of this section of the Charter, nor may the Town Commission increase, by ordinance or by variance, the maximum allowable square footage established in paragraph (5), above, of this section of the Charter. The maximum height limits established for residential zoning districts including, but not limited to, R-5, RS-4, RS-5, RD-10, RM-15, RM-16, RM-25 and PUD in the Town's land development code as of March 20, 2006, may be increased, or such districts re-zoned for any other use whatsoever, only by a referendum vote of the registered voters of the Town in the manner established in Article IV, Section 4.7[50] of this Charter for the repeal or amendment of initiated ordinances. The Town may not create new categories of zoning without approval of such categories by a similar referendum vote; and all provisions of such new categories of zoning must be submitted to the voters for approval.

(10) The maximum building height limits established in paragraphs (1) and (5), above, of this section of the Charter, may be increased only by an amendment to or by repeal of this section of the Charter. The restrictions on use established in paragraph (2), above, and the provisions governing parking availability established in paragraphs (2), (3) and (5), above, of this section of the Charter, may be modified, amended or repealed only by an amendment to or by repeal of this section of the Charter. The maximum allowable square footage established in paragraph (5), above, of this provision of the Charter, may be increased only by an amendment to, or by repeal of this section of the Charter. Except as expressly provided below, this section of the Charter may be amended or repealed only by means of a

**LAUDERDALE-BY-THE-SEA TOWN CHARTER**  
**As Amended by March 11, 2014 Election**

majority vote of the registered voters of the Town at a referendum election held either on the same day as a regularly scheduled November general election or on the same day as a regularly scheduled March municipal general election. The amendment or repeal of this section of the Charter at a special election held on a day other than a regularly scheduled November general election or on a day other than a regularly scheduled March municipal general election is expressly prohibited, except that a special election or special election by mail may be held to correct, to the minimum practicable extent, a provision adjudged by a court of competent jurisdiction to violate the State or Federal Constitution or any valid state or federal law, but only after such adjudication is affirmed on appeal. Amendments approved at a special election may include no elements not directly related to such court adjudication.

(11) These provisions of the Charter shall be effective immediately upon adoption by a majority of the registered voters of the Town voting in a referendum to amend the Charter so as to include these provisions. Upon adoption, the maximum building height limits, the restrictions on use, the maximum allowable square footage and the provisions governing parking availability established in paragraphs (1), (2), (3) and (5), above, of this section of the Charter, shall immediately apply to all real property located within the boundaries of the entire Town. Upon adoption of these provisions, and pending amendment of any portion or portions of the Town's Code of Ordinances inconsistent with this section of the Charter, the more stringent provisions of this section shall apply.

**Sec. 7.2. Restrictions on the vacating, abandonment, lease, sale, transfer of possession or transfer of ownership of the El Prado Property.**

(1) As used in this section of the Charter, the term "the El Prado Property" shall refer to the following described real property situate, lying and being in the Town of Lauderdale-By-The-Sea, Florida:

The real property bounded on the west by the eastern boundary line of the Ocean Drive (also known as State Road A1A right-of-way, bounded on the east by the western boundary line of the El Mar Drive right-of-way, bounded on the north by the south boundary line of Lots 1, 2, 3, 4 and 5 of Block 11, and bounded on the south by the north boundary line of Lots 11, 12, 13, 14 and 15 of Block 12, all said Lots, Blocks and rights-of-way as set forth in the Plat of the Lauderdale-By-The-Sea Subdivision as recorded in Plat Book 6, at Page 2 of the Public Records of Broward County, Florida;

and

The real property bounded on the west by the eastern boundary line of the El Mar Drive right-of-way, bounded on the east by the western shore of the Atlantic Ocean, bounded on the north by the southern boundary line of Lot 1, Block 8, and bounded on the south by the north boundary line of Lot 13, Block 7, all said Lots, Blocks and rights-of-way as set forth in the Plat of the Lauderdale By-The-Sea Subdivision as recorded in Plat Book 6, at Page 2 of the Public Records of Broward County, Florida.

(2) The Town may not vacate, abandon, lease, sell, transfer possession or transfer ownership of the El Prado Property without first obtaining a majority vote of the Town's electors at a referendum election



**LAUDERDALE-BY-THE-SEA TOWN CHARTER**  
**As Amended by March 11, 2014 Election**

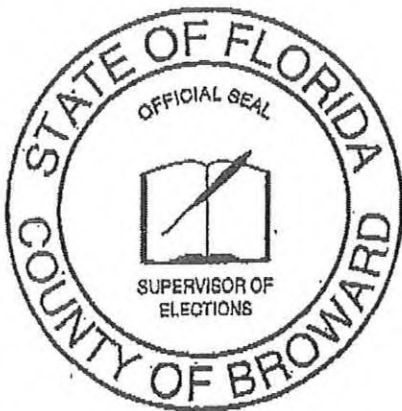
held for the specific purpose of authorizing said vacating, abandonment, lease, sale, transfer of possession or transfer of ownership of the El Prado Property.

(3) Any referendum election called for the purpose of authorizing the vacating, abandonment, lease, sale, transfer of possession or transfer of ownership of the El Prado Property shall be held either on the same day as a regularly scheduled November general election or on the same day as a regularly scheduled March municipal election. The holding of a referendum election called for the purpose of authorizing said vacating, abandonment, lease, sale, transfer of possession or transfer of ownership of the El Prado Property on a day other than a regularly scheduled November general election or on a day other than a regularly scheduled March municipal election is expressly prohibited.

(4) Every resident of the Town shall have standing to enforce the restrictions on the vacating, abandonment, lease, sale, transfer of possession or transfer of ownership of the El Prado Property established in paragraphs (2) and (3), above, of this provision of the Charter, by means of a suit in equity seeking either mandamus, prohibition, or injunction, or any combination thereof, but nothing in this provision of the Charter shall be construed to either create a cause of action at law for money damages, or to authorize a court of equity to award money damages as an incident to equitable relief, or to authorize an award of attorney's fees to the prevailing party or to any other party.

**Sec. 7.3. Advisory boards; how constituted.**

The Town Commission may at any time by resolution appoint advisory boards, composed of residents of the Town of Lauderdale-By-The-Sea, qualified to act in an advisory capacity to the Town Commission, the Town Manager, or to any department of the Town. The members of such boards shall serve without compensation at the pleasure of the Commission, and their duties shall be to consult and advise with such municipal officers and make written recommendations which shall become part of the records of the Town.

**DR. BRENDA C. SNIPES****SUPERVISOR OF ELECTIONS****BROWARD COUNTY****BROWARD COUNTY GOVERNMENTAL CENTER****FORT LAUDERDALE, FLORIDA 33301****Phone: (954) 712-1950****Fax: (954) 357-7070**

# **VOTE WITH CONFIDENCE**

## **FAX TRANSMISSION COVER SHEET**

TO: Municipal Clerks FAX#: \_\_\_\_\_

FROM: Andrea C. Perri NUMBER OF PAGES: \_\_\_\_\_ DATE: 03/13/14  
INCLUDING COVER SHEET

REGARDING: Official Results for the March 11, 2014 Municipal Election.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**FOR TRANSMISSION PROBLEMS PLEASE CALL (954) 712-1950**

THERE ARE BRANCH OFFICES LOCATED THROUGHOUT THE COUNTY FOR  
YOUR CONVENIENCE. PLEASE CALL (954) 357-7050 FOR THE LOCATION OF  
THE OFFICE NEAREST YOU.

## SUMMARY REPT-GROUP DETAIL

MUNICIPAL GENERAL  
BROWARD COUNTY, FLORIDA  
MARCH 11, 2014

LAUDERDALE BY THE SEA

RUN DATE:03/13/14 04:24 PM

REPORT-EL45A PAGE 001

|                                                | TOTAL VOTES | %      | EDAY 200 | EDAY IVO | ABSENTEE | PROVISION |
|------------------------------------------------|-------------|--------|----------|----------|----------|-----------|
| PRECINCTS COUNTED (OF 2)                       | 2           | 100.00 |          |          |          |           |
| REGISTERED VOTERS - TOTAL                      | 5,170       |        |          |          |          |           |
| BALLOTS CAST - TOTAL                           | 1,154       |        | 715      | 0        | 439      | 0         |
| VOTER TURNOUT - TOTAL                          |             | 22.32  |          |          |          |           |
| COMMISSIONER SEAT 1 DISTRICT 1 LAUD-BY-THE-SEA |             |        |          |          |          |           |
| Vote for 1                                     |             |        |          |          |          |           |
| Birute Ann Clotney                             | 445         | 39.24  | 272      | 0        | 173      | 0         |
| Elliot Sokolow                                 | 486         | 42.86  | 284      | 0        | 202      | 0         |
| Eric Yankwitz                                  | 203         | 17.90  | 153      | 0        | 50       | 0         |
| LAUDERDALE-BY-THE-SEA 1                        |             |        |          |          |          |           |
| Vote for 1                                     |             |        |          |          |          |           |
| YES/SI/NI                                      | 703         | 63.11  | 457      | 0        | 246      | 0         |
| NO/NO/NON                                      | 411         | 36.89  | 230      | 0        | 181      | 0         |
| LAUDERDALE-BY-THE-SEA 2                        |             |        |          |          |          |           |
| Vote for 1                                     |             |        |          |          |          |           |
| YES/SI/NI                                      | 658         | 60.59  | 387      | 0        | 271      | 0         |
| NO/NO/NON                                      | 428         | 39.41  | 289      | 0        | 139      | 0         |
| LAUDERDALE-BY-THE-SEA 3                        |             |        |          |          |          |           |
| Vote for 1                                     |             |        |          |          |          |           |
| YES/SI/NI                                      | 372         | 35.16  | 236      | 0        | 136      | 0         |
| NO/NO/NON                                      | 686         | 64.84  | 429      | 0        | 257      | 0         |
| LAUDERDALE-BY-THE-SEA 4                        |             |        |          |          |          |           |
| Vote for 1                                     |             |        |          |          |          |           |
| YES/SI/NI                                      | 737         | 67.49  | 420      | 0        | 317      | 0         |
| NO/NO/NON                                      | 355         | 32.51  | 262      | 0        | 93       | 0         |
| LAUDERDALE-BY-THE-SEA 5                        |             |        |          |          |          |           |
| Vote for 1                                     |             |        |          |          |          |           |
| YES/SI/NI                                      | 485         | 44.66  | 316      | 0        | 169      | 0         |
| NO/NO/NON                                      | 601         | 55.34  | 364      | 0        | 237      | 0         |
| LAUDERDALE-BY-THE-SEA 6                        |             |        |          |          |          |           |
| Vote for 1                                     |             |        |          |          |          |           |
| YES/SI/NI                                      | 902         | 83.13  | 560      | 0        | 342      | 0         |
| NO/NO/NON                                      | 183         | 16.87  | 119      | 0        | 64       | 0         |

COUNTY JUDGE

COUNTY COMMISSIONER

SUPERVISOR OF ELECTIONS



## Town Commission Agenda Item Report

**Meeting Date:** September 12, 2024

**Submitted By:** Courtney Easley, Assistant to Town Manager

**Submitting Department:** Administration

**Item Type:** Resolution

**Agenda Section:** NEW BUSINESS

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**Subject Title:** RESOLUTION 2024-28: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A REVOCABLE LICENSE AGREEMENT WITH ARUBA BAY, INC. FOR USE OF THE OCEAN PLAZA FOR OUTDOOR DINING; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND FOR AN EFFECTIVE DATE.

**Explanation:** At their November 9, 2022 meeting, the Town Commission approved Resolution 2022-50 which amended the current plaza policy to allow Aruba Beach Café (“Aruba”) to continue utilizing an 800 square-foot section of the Connie Hoffmann Ocean Plaza (“Ocean Plaza”) for outdoor dining. One of the stipulations of the policy was to require annual approval for the use of Ocean Plaza before October 1 of each year and in August 2023, the Commission adopted Resolution 2023-47 in which Aruba Beach Cafe was again granted the continued use of a portion of the plaza for outdoor dining.

Aruba Beach Cafe has requested to continue to utilize the 800 square foot section of the Connie Hoffmann Ocean Plaza for FY25. Per the Town's policy for plaza use, Aruba is eligible to enter into a revocable license agreement with the Town to use the Ocean Plaza portion closest to their property for outdoor dining. However, the outdoor dining use may be applied for annually and requires approval by the Town Commission before October 1. The Plaza policy is attached as Exhibit 1.

Aruba Beach Cafe is requesting a renewal of the current agreement, which states Aruba Beach Cafe:

1. shall occupy no more than 800 square feet of the north end of the Ocean Plaza within the knee wall;
2. shall provide for the removal of the outdoor dining use when necessary to accommodate a Town event or other event approved in accordance with this policy after giving a minimum of 48 hours notice;
3. shall provide regular maintenance of the Ocean Plaza, including cleaning the pavers in the licensed area and keeping Ocean Plaza clean and free from litter and debris; and

4. use of the Plaza shall be conducted in accordance with all the requirements of the revocable license agreement with the Town, including timely payment of fees specified therein

As required by the conditions listed above, a revocable license agreement has also been prepared and is included as Exhibit A to the resolution. Fees were previously established at \$18 per square foot, which is the same as sidewalk cafe fees for the area east of Seagrape Drive. The current agreement is \$34 per square foot.

**Recommendation:** Staff recommends consideration of Resolution 2024-28.

**Exhibits:**

1. Resolution 2024-28 - Approving Aruba Revocable License Agreement - Outdoor Dining Ocean Plaza 2024
2. EXHIBIT 1 - Policy for Use of the Ocean and Dune Plazas

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

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

**Section 2. Revocable License Agreement Approved.** The Revocable License Agreement with Aruba, attached hereto as Exhibit "A," is hereby approved.

**Section 3. Authorization to Execute the Agreement.** The Town authorizes the Town Manager to execute the Revocable License Agreement, in substantially the same form attached hereto as Exhibit “A,” together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

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

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

**PASSED AND ADOPTED** this \_\_\_\_\_<sup>th</sup> day of September, 2024.

Mayor Edmund Malkoon

Attest:

Katrina Adler, Town Clerk  
(CORPORATE SEAL)

APPROVED AS TO FORM:

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66 Susan L. Trevarthen, Town Attorney

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## **REVOCABLE LICENSE AGREEMENT**

**THIS REVOCABLE LICENSE AGREEMENT** (the "Agreement") is accepted, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024 ("Effective Date"), by and between **TOWN OF LAUDERDALE-BY-THE-SEA**, a Florida municipal corporation, (the "Town"), and the Property Owner, **DEMKO FAMILY HOLDINGS, LTD**, a Florida limited partnership ("Owner"), and the Tenant, **ARUBA BAY, INC.**, a Florida profit corporation (the "Licensee").

### **RECITALS**

**WHEREAS**, the Licensee is the operator of the **ARUBA BEACH CAFÉ** restaurant on that certain real property located at 1 E Commercial Blvd in the Town of Lauderdale-By-The-Sea, Florida (the "Property"); and

**WHEREAS**, on November 15, 2022, the Town Commission adopted Resolution No. 2022-50, which amended the Town's policies for the use of the Ocean Plaza by **ARUBA BEACH CAFÉ**, attached hereto as Exhibit "A" (the "Policy"); and

**WHEREAS**, consistent with the Policy, the Town desires to grant Licensee a revocable license to use a portion of the Town's property located on Ocean Plaza as described in Exhibit "B," attached hereto and incorporated herein (the "Licensed Area") for Licensee to use as an outdoor dining area (the "Outdoor Dining"); and

**WHEREAS**, the Town finds that the limited use of the Licensed Area, in accordance with the terms of this Agreement, is a benefit to the community and consistent with the Policy; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensee and the Village agree as follows:

1. **Recitals.** The Recitals set forth above are accurate and are hereby incorporated by reference and made a part of this Agreement.
2. **Grant of License.**
  - 2.1. **License.** The Town grants to Licensee a revocable license (this "License") to use the Licensed Area described in Exhibit "B" for Outdoor Dining as contemplated herein and outlined in the Scope of Licensed Activities attached hereto as Exhibit "C". This License is personal to Licensee and may not be assigned or transferred to any party. Licensee shall not permit the Licensed Area to be occupied or utilized by other organizations, entities, or persons. This authorization is not a lease or an easement and is not intended and shall not be construed to transfer any real property interest in the Licensed Area or other Town property.

## **2.2. Non-Exclusivity.**

2.2.1. Licensee acknowledges and understands that this license granted to the Licensee by the Town is a non-exclusive license permitting Licensee to provide Outdoor Dining in the Licensed Area for the term of this Agreement. The Town specifically reserves the right to use the Licensed Area for a Town event or other event approved in accordance with the Policy.

2.2.2. Licensee, its agents, employees, contractors, invitees and guests shall have the non-exclusive right to ingress and egress to the Licensed Area for the Outdoor Dining Use.

2.3. **"As is" condition.** The Town makes the Licensed Area available to Licensee in an "as is" condition. The Town makes no representations or warranties concerning the condition of the Licensed Area or its suitability for use by Licensee, its customers, or the public, and assumes no duty to warn either Licensee, its customers, or the public concerning conditions that exist now or may arise in the future.

2.4. **Waiver.** In making the Licensed Area available for use by Licensee, the Town assumes no liability for loss or damage to equipment, supplies, or other property owned by or in the custody of Licensee. Licensee agrees that the Town is not responsible for providing security at the Licensed Area, and Licensee hereby waives any claim against the Town in the event equipment, supplies, or other property owned by or in Licensee's custody is lost, damaged, or stolen.

2.5. **No vested or property right.** The Licensee has no vested right or property interest in the Licensed Area or the continuation of the Agreement or the activity it allows within the Town's Licensed Area. The Town does not by virtue of this Agreement warrant or represent to the Licensee that the Encroachment complies with applicable Town, State and/or federal laws, statutes, ordinances, rules or regulations.

## **3. License Fee; Costs.**

3.1. **License Fee.** An annual License fee of \$27,200 (\$34 x 800 sq. feet) shall be due and paid annually on October 1<sup>st</sup>. Notwithstanding the foregoing, the total License fee may be divided into quarterly payments upon receipt of written request from the Licensee. All Town fees are non-refundable upon payment and are subject to change in future years.

3.2. **Costs.** Licensee shall pay utility costs associated with Licensee's use of the Licensed Area, including, but not limited to, electricity, water and sewer, and ordinary trash collection. Licensee shall be solely responsible for costs associated with obtaining any permits or other governmental approvals necessary to use the Licensed Area.

## **4. Licensee's Responsibilities; Representations and Warranties.**

4.1. **Terms and Conditions.** Licensee agrees to comply with the following terms and

conditions:

- 4.1.1. This Agreement is based on Aruba Beach Café request dated July 24, 2024.
- 4.1.2. The Licensed Area shall be limited to no more than 800 square feet of the north end of the Ocean Plaza within the knee wall.
- 4.1.3. Sidewalk Café Area must, at all times, remain in compliance with the policies for use of the Ocean and Dune Plazas & the Pavilion by entities other than the Town established pursuant to Resolution No. 2022-50, attached hereto as Exhibit "A," and any applicable provisions of the Town Code.
- 4.1.4. This License may be temporarily suspended, and the furniture and fixtures required to be removed by the Town Manager, designee or authorized law enforcement official when necessary, for the following reasons: (a) to clear sidewalk areas for a "community or special event" authorized by a permit issued by the Town; (b) when street, sidewalk, or utility repairs necessitate such action; or (c) in emergency situations (police, fire, and life safety). In such an event, the Town and its officers and employees shall not be responsible for Outdoor Dining furniture and fixtures relocated during emergencies.
- 4.1.5. The Town may remove, without notice, any furniture or fixtures which are placed or located outside the perimeter of the Licensed Area.
- 4.1.6. Upon the issuance of a "Hurricane Warning" or "Hurricane Watch" by the Broward County Office of Emergency Management, the Licensee shall be required to remove all furniture and fixtures from the Licensed Area. Failure to remove any furniture and/or fixtures from the Licensed Area within twenty-four (24) hours from the issuance of a "Hurricane Warning" or "Hurricane Watch," may result in the Town Manager or designee directing Town staff to remove furniture and/or fixtures. The Licensee shall be responsible for any and all expenses incurred by the Town for the removal, storage, and return of furniture or fixtures. The Town shall not be responsible for any damages to Outdoor Dining furniture or fixtures resulting from the removal, storage and return.
- 4.2. **Maintenance.** The Licensee agrees to comply with the following maintenance plan requirements for the maintenance of the Licensed Area:
  - 4.2.1. The Licensee agrees to empty Town trash cans on the sidewalk adjacent to the Licensed Area, as needed during hours of operation to ensure that they do not overflow and are available for the public's use.
  - 4.2.2. The Licensee shall, during the entire period that the Outdoor Dining exists, maintain the premises in a neat, clean, and sanitary appearance and condition.
  - 4.2.3. Furniture and fixtures may be stored on the sidewalk, after closing, in a neat and orderly manner, provided that such furniture is staked no earlier than 10:30 PM and the furniture layout for the Licensed Area is restored no later than 10:30 AM the following day.

- 4.2.4. The Licensee shall remove all un-affixed furniture and fixtures from the Licensed Area at the close of business the day before the Town's scheduled cleaning date. Failure to remove all un-affixed furniture and fixtures from the Licensed Area may result in removal by the Town at the Licensee's expense.
- 4.2.5. The Licensee shall be responsible for removal of stains in the designated Licensed Area, including but not limited to those caused by dirt, grease and food or beverages.
- 4.2.6. The Licensed Area shall be cleared of all debris as may be necessary throughout the course of the day, and then again at the close of each business day.
- 4.2.7. The Licensee is responsible for maintaining the furniture, fixtures and any other improvements related to the Licensed Area in the same or comparable condition to that originally approved by the Town.
- 4.2.8. The Licensee shall take preventive measures such as ensuring the bottom of tables and chairs have protective feet and are appropriately treated to avoid damage to pavers.
- 4.2.9. Licensee shall be responsible for the Town's cost of materials and labor that may be necessary to replace any and all landscaping, paving, and other public improvements which are damaged or stained resulting from the operation of the Outdoor Dining. The cost of labor and materials calculated shall be premised upon the same quality of materials and workmanship previously approved and utilized by the Town for landscaping, paving and other public improvements.
- 4.2.10. During the period of this Agreement, the Licensee shall be solely responsible for maintenance and repair of the designated and approved Licensed Area.

## **5. Term of Agreement/Removal of Outdoor Dining.**

- 5.1. **Term.** The term of this Agreement shall commence on the date when the last one of the parties have signed this Agreement and shall continue until September 30<sup>th</sup>. Subject to verification of compliance with the Policy and the annual Ocean Plaza Application and License fees being current at the time of renewal as approved by the Town Commission, this Agreement shall automatically renew annually for a period of one (1) year from October 1<sup>st</sup> to the following September 30<sup>th</sup>, unless terminated by either party as provided herein. This Agreement may be terminated by either party upon thirty (30) days' advance written notice to the other party.

### **5.2. Termination by Town.**

- 5.2.1. In the event the Outdoor Dining poses a threat or danger to the safety and welfare of the general public, or the Town Manager or designee deems it to be in the best interests of the general public, the Town shall have the right to terminate this Agreement immediately and remove, or cause the Outdoor Dining to be removed.
- 5.2.2. The Licensee shall properly remove the Outdoor Dining from the Licensed Area within twenty-four (24) hours of receipt of the Town Manager's or designee's final



notice of violation, revocation or suspension. The Town Manager or designee may direct Town staff to remove the Outdoor Dining from the Licensed Area. The Licensee shall be responsible for all expenses incurred by the Town for the removal of the Outdoor Dining and shall be required to restore and return the Licensed Area to its original condition. Outdoor Dining furniture and fixtures shall only be released upon a proper showing of ownership and payment of reasonable and actual removal, administrative and storage charges.

**6. Licensee's Maintenance and Repair Obligations.**

**6.1. Licensee Maintenance.** Licensee shall be solely responsible for maintenance of the Licensed Area and the maintenance and repair of any improvements made to the Outdoor Dining and Licensed Area related to this Agreement, which may include without limitation, mowing, sodding, planting, general maintenance, repair, and clearing the Licensed Area of all debris, and ensuring that all structures or improvements constituting the Encroachment remain in good and safe condition.

**6.2. Town Maintenance.** In exchange for the right to use the Licensed Area, the Licensee acknowledges that the Town will perform certain maintenance functions, including pressure cleaning, within the Licensed Area, and hereby authorizes access to the Licensed Area as needed to perform such maintenance.

**7. Insurance.**

**7.1.** Pursuant to Section 17-9 and Section 17-90 of the Town Code, the Licensee shall secure and maintain at Licensee's own expense and throughout the duration of this Agreement general liability insurance covering the restaurant and the Outdoor Dining activities and Licensed Area, with combined single limits of no less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate, for bodily injury and property damage coverage, naming the Town as an additional insured, in a form of endorsement acceptable to the Town Manager or designee. The Licensee shall maintain Worker's compensation and employers' liability insurance as required by the State of Florida.

**7.2.** If alcohol is to be served or sold in the Licensed Area, the Licensee shall secure a Certificate of Liquor Liability Insurance written in comprehensive form in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage.

**7.3.** 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.

**7.4.** Simultaneously with the execution of this Agreement, and by October 1<sup>st</sup> of each year during the Term of this Agreement, the Licensee shall furnish the Town with a policy or certificate of insurance coverage in the minimum amount stated above, together with the endorsement. 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.

- 7.5. The Town must receive thirty (30) days' written notice prior to any cancellation, nonrenewal or material change in the coverage provided.
- 7.6. The Licensee shall not maintain the Outdoor Dining in the Licensed Area unless and until after Licensee has obtained all insurance required herein and the certificate(s) of insurance have been received and approved by the Town.
- 7.7. Failure to comply with these requirements shall result in suspension or revocation of this License and Agreement by the Town Manager or designee.
8. **Indemnification.** Licensee agrees to indemnify, defend, save and hold harmless the Town, its officials, employees, and agents, from and against any loss, damage or expense (including all costs and reasonable attorneys' fees at both the trial and appellate levels) suffered by the Town, its officials, employees and agents as a result of any claims, suits, actions, damages or causes of action (collectively, the "Claims") arising out of any personal injury, loss of life or property damage occurring on the Licensed Area, any increase in costs to the Town stemming from the construction and/or repair of utilities located within the Licensed Area or in connection with, related to the Outdoor Dining, the use and activity thereon, or arising out of this Agreement or Licensee's performance or failure to perform under this Agreement, including, but not limited to any damage to the Licensed Area caused by the Licensee, its employees, contractors, agents and invitees. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the Licensee's responsibility to indemnify.
9. **Release.** Town shall have no liability to the Licensee, successors or assignees or their employees, contractors, agents, and invitees in connection with the Outdoor Dining or Licensed Area, this Agreement and the subject matter hereof, including, without limitation, any Claims in connection with, related to, or arising from the Town's maintenance or repair of the Licensed Area including, but not limited to, any Claims for damage to the Licensed Area, Outdoor Dining, improvements on the Outdoor Dining or Licensed Area, or the Property. The Licensee hereby releases the Town, its officials, employees and agents with respect to the foregoing.
10. **Enforcement/Authorization to Withhold Permits and Inspections.**
- 12.1 The Town, or its agents or representatives, may enter upon the Property and Licensed Area at all reasonable times and hours to examine same and determine if the Licensee is properly maintaining the Licensed Area in accordance with this Agreement.
- 12.2 In the event that the Licensee fails to maintain the Licensed Area in a manner acceptable to the Town, or the Licensed Area is damaged or impaired in any way because of the Outdoor Dining, Licensee shall, at its expense, repair the Licensed Area to its original condition before such damage, or to the standards specified by the Town Manager or designee. If the Licensee fails to timely make such restoration or repair,

the Town may perform the restoration or repair work and charge the cost thereof to the Licensee.

12.3 If the terms of this Agreement are not being complied with, in addition to any other remedies available at law or in equity, the Town is hereby authorized to withhold any approvals regarding the Outdoor Dining or the Property or any portion thereof, and to refuse to make any inspections or grant any approvals for the Outdoor Dining or the Property or any portion thereof, until such time as the Licensee is in compliance with the terms and conditions of this Agreement.

11. **Attorney's Fees.** The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, reasonable attorneys' fees and costs as well as attorneys' fees and costs incurred in enforcing this prevailing parties attorneys' fees provision.

12. **Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Broward County, Florida.

13. **Recordation/Modification.** This Agreement may be recorded by the Town Clerk in the Public Records of Broward County with the Licensee paying the costs for such recordation. This Agreement shall remain in full force and effect and be binding upon the undersigned and the heirs, successors and assigns of the undersigned, until such time as the same is modified or terminated in writing by the Town Manager or designee or the Licensee as may be applicable.

14. **Notice of Sale.** Upon the sale, conveyance or transfer of the Property or the restaurant business associated with this Agreement, the Licensee, new owner and/or tenant, or assignee shall notify the Town in writing of the sale or transfer and shall be required to file a new application for Outdoor Dining, Revocable Non-Exclusive License Agreement, along with providing the Town with the minimum insurance required pursuant to Section 7 of this Agreement. Failure to provide such notice or to provide the required insurance documentation by the date the new owner and/or tenant takes possession or within fifteen (15) days of the transfer of the Property, shall terminate this Agreement.

15. **Successors in Interest.** The obligations and benefits of this Agreement shall inure to all successors in interests to the parties to this Agreement.

16. **Assignment and Amendment** – This Agreement may not be assigned, without prior written approval of the Town. This Agreement may only be amended, by the parties, with the same formalities as this Agreement.

17. **Town Attorney Approval.** The Town Attorney has approved the standard, pre-printed terms and conditions set forth in this Agreement as to form and legality. Accordingly, no modification of these terms and conditions shall be binding upon the Town unless they are specifically endorsed and approved by the Town Attorney.

18. **Notices.** All notices required by law and by this Agreement to be given by one party to the other shall be in writing, and the same shall be served by certified mail, return receipt requested, to the following addresses:

Grantor: Town of Lauderdale-By-The-Sea  
c/o Town Manager  
Town Hall  
4501 Ocean Avenue  
Lauderdale-By-The-Sea, Florida 33308

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

Licensee: Peggy Mohler  
1 Commercial Blvd  
Lauderdale-By-The-Sea, FL 33308

19. **Entire Agreement/Modification/Amendment.**

- 19.1. This Agreement, including the exhibits attached hereto, contains the entire agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 19.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OWNER:

1 Commercial Blvd

Lauderdale-By-The-Sea, FL 33308

By: James Demko

Print Name: James Demko

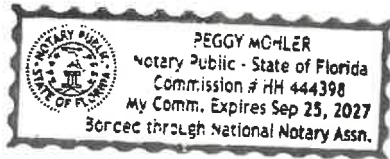
STATE OF FLORIDA       )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 13 day of August, 2024, by James Demko (Licensee), who is (check one) ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification by means of physical presence or ☐ online notarization.

Peggy Mohler  
Notary Public, State of Florida

My commission expires: 9/25/27

Peggy Mohler  
Print or Type Name of Notary Public



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

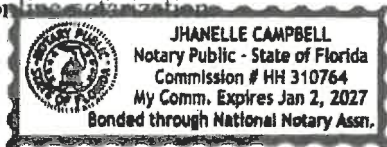
**LICENSEE:**

1 Commercial Blvd  
L  
Lauderdale-By-The-Sea, FL 33308

By: Roggy Nolen  
Print Name: Roggy Nolen

STATE OF FLORIDA       )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of August, 2024, by Roggy Nolen (Licensee), who is (check one) ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification by means of physical presence or ☐ on-line certification.



[Signature]  
Notary Public, State of Florida

Jhanelle Campbell  
Print or Type Name of Notary Public

My commission expires:



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**TOWN:**

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

By: \_\_\_\_\_  
Linda Connors, Town Manager

STATE OF FLORIDA       )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Linda Connors, as Town Manager of Lauderdale-By-The-Sea Florida municipal corporation, on behalf of the corporation, who is (check one) [ ☐ ] personally known to me or [ ☐ ] has produced \_\_\_\_\_ as identification by means of physical presence or [ ☐ ] online notarization.

\_\_\_\_\_  
Notary Public, State of Florida

My commission expires:

\_\_\_\_\_  
Print or Type Name of Notary Public

ATTEST:

\_\_\_\_\_  
TOWN CLERK Katrina Adler

APPROVED AS TO FORM:

\_\_\_\_\_  
TOWN ATTORNEY Susan L. Trevarthen

## EXHIBIT 1

### POLICIES FOR USE OF THE OCEAN AND DUNE PLAZAS & THE PAVILION BY ENTITIES OTHER THAN THE TOWN

**General philosophy:** The beach pavilion, the Ocean Plaza, and the Dune Plaza are the premier public spaces in Town and were built for the enjoyment of our residents and visitors. They should therefore only be used for events that are open to the general public or are of significant benefit to the Town. The Town should collect fees and costs so that users bear the costs related to their events, rather than covering those costs from the Town's general fund.

#### Use of Ocean Plaza by Aruba for Outdoor Dining:

Based on the successful experience with piloting a program of outdoor dining in Ocean Plaza during the COVID-19 pandemic, and subsequent refinement to limit the impacts on other uses and users of Ocean Plaza, Aruba is eligible to enter into a revocable license agreement for the use of the portion of Ocean Plaza closest to their property for outdoor dining. The outdoor dining use may be applied for annually and requires approval by the Town Commission prior to October 1. It:

- a. shall not occupy more than 800 square feet of the north end of the Ocean Plaza within the knee wall; and
- b. shall provide for removal of the outdoor dining use when necessary to accommodate a Town event or other approved in accordance with this policy after giving a minimum of 48 hours' notice;
- c. shall require maintenance of the Ocean Plaza including cleaning the pavers in the licensed area and keeping Ocean Plaza clean and free from litter and debris; and
- d. shall be conducted in accordance with all the requirements of the revocable license agreement with the Town, including timely payment of fees specified therein

The following policies and fees shall govern all other use of the plazas and the Pavilion:

- a. Eligible users. Use of the plaza for events open to the general public shall be limited to:
  - a. Town commercial businesses (limited to 4 rentals per year per business)
  - b. Town-based non-profit organizations (limited to 2 rentals per year per organization)
  - c. Out of Town 501C Registered Non-Profit Organizations (limited to 1 rental per organization per year).

- d. The plazas and pavilion 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.
- e. The Town Commission may authorize the private use of the plazas by any 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).

## 2. Fees and costs.

- a. A rental fee will be charged for all such uses. The rental structure for events that are open to the general public shall be:
  - i. Town commercial business use - \$850 per day or per night
  - ii. Town-based non-profit organization - \$215 per day or night
  - iii. Out of Town 501C Registered Non-Profit Organization - \$425 per day or night
- b. The rental fees above are per plaza. If an organization wants to utilize both plazas for their event, they must pay rent for each plaza.
- c. Use of the plazas as part of a larger special event shall be subject to these rental fees, in addition to the special event permit fee.
- d. The Town Manager shall estimate the cost of Town and BSO staff to service the event and set an additional deposit that the renter must pay upfront.
- e. If food and beverages are to be served, the deposit shall include a pressure washing fee.
- f. Renters will be required in their rental agreement to clean up the plazas immediately after their use, pay all fees, pay the cost of any damage they do to the Town's property, and pay for all Town & BSO costs directly associated with the event. If such costs exceed the upfront payment for those services, the renter must reimburse the Town for the difference.

3. Insurance. Renters must provide liability insurance (and liquor liability insurance if liquor is being served in amounts set by the Town Manager) and execute indemnification agreements with the Town in a form acceptable to the Town Attorney.

## 4. Potential use on holidays.

- a. The Town Commission will decide if they wish to make the plazas available for use of Town commercial businesses or Town-based non-profit

organizations on specific holidays. Non-profit organizations that are not based in LBTS may not rent the plazas on 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 plaza on a specific holiday two years in a row if another business or non-profit wants the opportunity. The Town Manager shall 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.

5. *Use on the same day as a special event.* Rentals will not be considered on days or evenings of Special Events with which they would interfere or conflict.

6. **Sales.** There shall be no sales of manufactured products (excluding food products) in the plazas during these events. Only hand-made artisan products may be sold in connection with such a rental. However, manufactured goods may be auctioned or sold at a charity event in the plaza. This restriction does not apply to the sale of food or food products.

7. **Cancellation for Town-sponsored event.** The Town reserves the right to cancel the rental up to 90 days in advance if the Town Commission decides to hold a Town-sponsored event in the plaza on that same date.

## EXHIBIT A

- a. A rental fee will be charged for all such uses. The rental structure for events that are open to the general public shall be :
    - i. Town commercial business use - \$850 per day or per night
    - ii. Town-based non-profit organization - \$215 per day or night
    - iii. Out of Town 501C Registered Non-Profit Organization - \$425 per day or night
  - b. The rental fees above are per plaza. If an organization wants to utilize both plazas for their event, they must pay rent for each plaza.
  - c. Use of the plazas as part of a larger special event shall be subject to these rental fees, in addition to the special event permit fee.
  - d. The Town Manager shall estimate the cost of Town and BSO staff to service the event, and set an additional deposit that the renter must pay upfront.
  - e. If food and beverages are to be served, the deposit shall include a pressure washing fee.
  - f. Renters will be required in their rental agreement to clean up the plazas immediately after their use, pay all fees, pay the cost of any damage they do to the Town's property, and pay for all Town & BSO costs directly associated with the event. If such costs exceed the upfront payment for those services, the renter must reimburse the Town for the difference.
3. *Insurance.* Renters must provide liability insurance (and liquor liability insurance if liquor is being served in amounts set by the Town Manager) and execute indemnification agreements with the Town in a form acceptable to the Town Attorney.
  4. *Potential use on holidays.*
    - a. The Town Commission will decide if they wish to make the plazas available for use of Town commercial businesses or Town-based non-profit organizations on specific holidays. Non-profit organizations that are not based in LBTS may not rent the plazas on 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 plaza on a specific holiday two years in a row if another business or non-profit wants the opportunity. The Town Manager shall 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.
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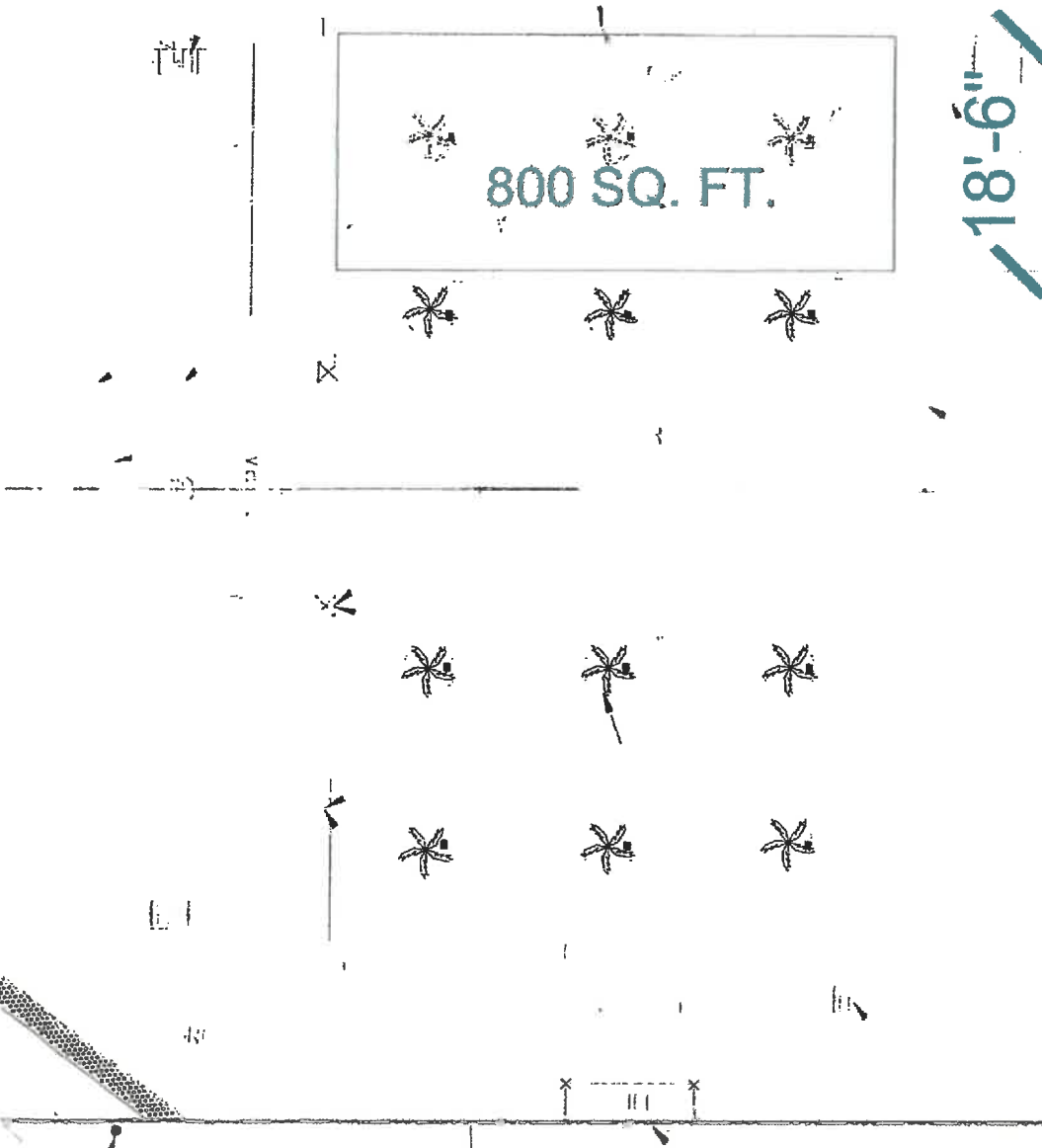
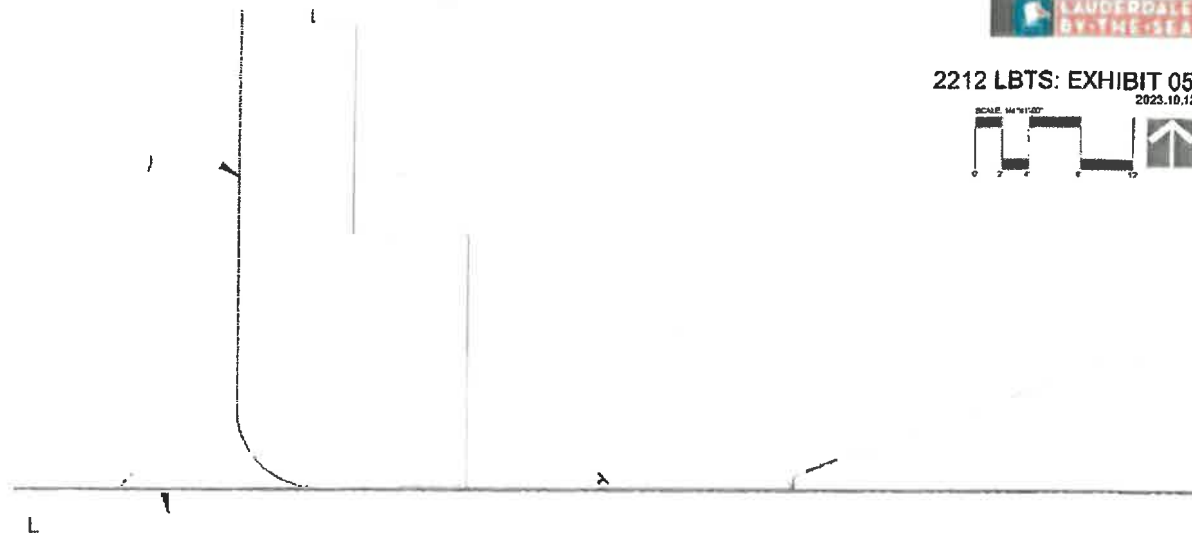
## **EXHIBIT A**

7. *Cancellation for Town-sponsored event.* The Town reserves the right to cancel the rental up to 90 days in advance if the Town Commission decides to hold a Town-sponsored event in the plaza on that same date.





LAUDERDALE  
BY THE SEA



PART II - CODE OF ORDINANCES  
Chapter 17 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES  
ARTICLE VI. SIDEWALK CAFÉS

## ARTICLE VI. SIDEWALK CAFÉS<sup>1</sup>

### Sec. 17-85. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning.

*Affected party* shall mean any property owner whose property directly abuts the property upon which the business is located who has applied for or been issued a permit for a sidewalk café.

*Buffer zone* shall mean a clear pedestrian path for the visual and physical separation between the street curb and any sidewalk café furniture and/or fixture.

*Fixtures* shall mean objects, other than furniture, such as greeting podiums, bussing stations, heaters/misters and fans that are utilized as part of the sidewalk café.

*Food store* shall mean an establishment that sells food and beverages items, which may include alcoholic beverages, for off premises consumption, but shall not include a package store or a convenience store. The definition of food store shall include grocery store and supermarkets.

*Furniture* shall mean tables, chairs, umbrellas and similar objects, other than fixtures, that are utilized as part of the sidewalk café.

*Maintenance area* shall mean the sidewalk café area(s) plus the sidewalks (including the pedestrian paths and buffer zones) in, around and adjacent to the sidewalk café area(s) that the owner/operator is responsible for maintaining.

*Pedestrian path* shall mean the Town designated portion of the ROW adjacent to the sidewalk café that is required to be kept free and clear to allow a safe passageway for walking.

*Permittee* shall mean the owner/operator of the restaurant or food store (who may or may not be the property owner) associated with and issued a sidewalk café permit obtained pursuant to the terms and provisions of this article.

*Restaurant* shall mean any establishment where facilities are provided for preparing and serving food to the public. At least 51 percent of total gross revenues must come from retail sale on the licensed premises of food and non-alcoholic beverages. Proceeds of catering sales shall not be included in the calculation of total gross revenues. Catering sales include food or non-alcoholic beverage sales prepared by the licensee on the licensed premises for

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<sup>1</sup>Editor's note(s)—Ord. No. 2020-02 , § 2, adopted February 11, 2020, repealed art. VI, §§ 17-85—17-94, and enacted a new art. VI, §§ 17-85—17-93. The previous art. VI pertained to similar subject matter and derived from Ord. No. 342, adopted June 22, 1993; Ord. No. 358, adopted September 14, 1994; Ord. No. 365, adopted July 25, 1995; Ord. No. 411, adopted November 10, 1998; Ord. No. 03-520, adopted October 28, 2003; Ord. No. 2007-06, adopted April 10, 2007; Ord. No. 2009-12, adopted July 28, 2009; Ord. No. 2011-10, adopted July 26, 2011; Ord. No. 2013-02, adopted April 9, 2013; Ord. No. 2014-18, adopted December 9, 2014; and Ord. No. 2015-06, adopted August 11, 2015.

service by the licensee outside the licensed premises. The tables must be of adequate size to accommodate the service of full course meals in accordance with the number of chairs or other seating facilities provided at the table. Sale of alcoholic beverages for off-premise consumption is not permitted.

*Right-of-way (ROW)* shall mean land in which the State, the Florida Department of Transportation, Broward County or the Town of Lauderdale-By-The-Sea owns the property or has an easement devoted to or required for use as a transportation facility or street.

*Sidewalk* shall mean that area, whether privately owned or a portion of the ROW, which is located between the curbline or the lateral line of a street and the adjacent building and which is intended for use by pedestrians.

*Sidewalk café (orsidewalk café area)* shall mean an area, or combination of areas, located on a sidewalk or a portion of the ROW which is associated with, and used for seating by a restaurant or food store, including any maintenance area(s). It shall be characterized by the presence of furniture and fixtures if approved as part of the sidewalk café permit.

*Street* means that portion of a ROW improved, designed or ordinarily used for vehicular traffic or parking.  
(Ord. No. 2020-02 , § 3, 2-11-2020)

**Sec. 17-86. Sidewalk café permit and revocable right-of-way (ROW) license and encroachment agreement required.**

- (a) It shall be unlawful for any person to operate a sidewalk café on any sidewalk or public ROW within the Town without first obtaining a permit from the Town. In such cases where the ROW is owned or controlled by another governmental entity other than the Town, the applicant shall also be required to obtain authorization and approval from that entity. The approved permit may be recorded by the Town at the permittee's sole expense and shall include:
  - (1) A revocable ROW license and encroachment agreement, in a form approved by the Town Attorney, with the Town for any portion of the Town's ROW which is used for a sidewalk café;
  - (2) The location and square footage of each of the approved sidewalk café area(s);
  - (3) Specifications and photograph(s) or illustration(s) of the approved furniture and fixtures;
  - (4) The total number of seats within each of the sidewalk café areas;
  - (5) Identification and location of additional fixtures and signage that are permitted within the sidewalk café area;
  - (6) Owner consent and release, if applicable; and
  - (7) Additional information and conditions as required by the Town.
- (b) The ROW license shall be revocable in accordance with section 17-91 and shall not constitute a vested property interest in any portion of the public ROW.
- (c) Any person or entity operating a sidewalk café without a permit and ROW license and encroachment agreement or any property owner allowing the operation of a sidewalk café without a permit and a ROW license and encroachment agreement upon or adjacent to his/her/its property shall be subject to penalties as provided in this article.

(Ord. No. 2020-02 , § 3, 2-11-2020)

**Sec. 17-87. Sidewalk café permit application and right-of-way (ROW) license fees.**

- (a) *Permit application fee.* A sidewalk café application fee as established and amended from time to time by resolution of the Town Commission, shall be non-refundable, and shall accompany the sidewalk café application.
- (b) *Town right-of-way (ROW) license fee.*
- (1) Each permittee of a sidewalk café that operates in a portion of the Town ROW shall pay to the Town an annual ROW license fee, as established, and amended from time to time, by resolution of the Town Commission.
  - (2) The Town ROW license fee shall be calculated per square foot of ROW area utilized and included in the sidewalk café permit for the approved sidewalk café area.
  - (3) The Town ROW license fee shall be charged annually based upon the total amount of ROW square footage utilized by the sidewalk café and the number of calendar months during the year that the sidewalk café is operated. If no individual calendar months are selected, the Town shall charge the annual ROW license fee based upon the entire 12-month period. Pro-rated monthly selections shall only be calculated utilizing full calendar month increments. Changes to the monthly selection must be made in writing, a minimum of 30 days prior to any change, and prior to payment.
  - (4) *Payment of fees.*
    - a. Town ROW license fees shall be due and paid annually on or before October 1.
    - b. Notwithstanding the requirements set forth in (4)a. above, the total Town ROW license fee may be divided into quarterly payments upon receipt of written request from the permittee.
    - c. All Town fees paid are non-refundable upon payment.
    - d. Payment received more than ten calendar days after the due date shall be charged a late fee of ten percent of the payment amount due. Failure to make a required payment within 30 calendar days of the due date may result in immediate sidewalk café permit and ROW license revocation.
    - e. The fees collected pursuant to this section from sidewalk cafés located in the Town of Lauderdale-By-The-Sea shall be placed in the general revenue fund.
  - (5) If a sidewalk café is located on State of Florida ROW, Florida Department of Transportation ("FDOT") approval is required along with any applicable FDOT fees that may be required.
- (c) *Violation.* It is a violation of this Code and any applicable sidewalk café permit to operate a sidewalk café during unapproved time periods which have not been included in an active sidewalk café permit or for which the Town ROW license fee has not been paid. In addition to any penalties imposed pursuant to this chapter, the permittee shall be required to file either an amended application or a new application for a sidewalk café permit and Town ROW license for the unpermitted time periods during which they were in operation. The retroactive Town ROW license fee for any unpermitted time period (minimum fee shall be calculated on a monthly basis) during which a sidewalk café is operated shall be double the Town ROW license fee.

(Ord. No. 2020-02 , § 3, 2-11-2020)

**Sec. 17-88. Sidewalk café permit and Town ROW license application.**

- (a) *Application.* Application for a sidewalk café permit and ROW license to operate a sidewalk café shall be commenced by the filing of a complete application on a form provided by the Town with the Development Services Department. Such application shall include the following:

- (1) Name, address and telephone number of the applicant.
  - (2) Name and address of business.
  - (3) Evidence of insurance containing terms required under section 17-90 of this article.
  - (4) A minimum of 8½ x 11 inch drawing to legible scale showing the layout and dimensions of the existing sidewalk area and adjacent private property, proposed location, size and number of all furniture and fixtures, steps, trees, parking meters, bus shelters, sidewalk benches, trash receptacles, and any other objects located outside of the adjacent sidewalk café area or sidewalk obstruction either existing or proposed within the pedestrian path.
  - (5) Manufacturers' brochures and photographs or illustrations fully describing the appearance of all proposed furniture/fixtures including, but not limited to, dimensions and colors, related to the sidewalk café.
  - (6) Identification of all calendar months for which the permittee desires to operate the sidewalk café. Town ROW Licenses shall only be available for full calendar month increments.
  - (7) Signature of the owner of the building.
  - (8) A nonrefundable application fee as established, and amended from time to time, by resolution of the Town Commission.
- (b) *Application review.* Applications shall be reviewed for compliance with the standards and requirements set forth in this article as well as any other applicable Town Code provisions by the Town Manager or designee.
- (1) No application shall be accepted until it is deemed complete.
  - (2) The Town Manager or designee shall review the submitted application within 20 business days and either accept the application if it is complete or, if incomplete, reject the application with a written notice of incompleteness, specifying the data missing from the application.
  - (3) If an application is rejected, the applicant may resubmit the application with the additional information required. Upon each resubmittal, the Town manager or designee shall have ten business days to review the resubmitted application and either accept the application as complete or provide written notice of any corrections, revisions or deficiencies. This process shall continue until the applicant has submitted a complete application or demands that the application be reviewed as is, without further revisions.
  - (4) If an applicant fails to provide the additional information as requested by the Town Manager or designee within 60 days of the request for additional information, the Town Manager or designee may deem the application to be withdrawn by the applicant and the application considered null and void. Upon request, the applicant shall be entitled to one 60-day extension, provided the extension request is granted prior to the expiration of the above referenced 60-day time period.
  - (5) For any application in which the sidewalk café is not located directly in front the associated restaurant or food store, the Town will send a courtesy notice to those businesses directly abutting the proposed sidewalk café. Any affected person may provide written comments to the Town Manager or designee within ten days of the date of the mailed notice, for the consideration of the Town Manager or designee. Failure to mail or receive such courtesy notice shall not affect actions taken under this article.
  - (6) Prior to issuance of a sidewalk café permit or annual renewal of a Town ROW license, the Town Clerk shall certify that there are no outstanding fines, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property requesting a sidewalk café permit. A sidewalk café permit or ROW license may not be issued until all outstanding fees and/or fines owed to the Town are paid in full.

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- (7) The Town Manager or designee shall approve, approve with conditions, or deny an application based on the requirements of this article and compliance with this Code. Approval shall be in the form of a sidewalk café permit and ROW license as provided for in section 17-86 of this article. A denial of a sidewalk café application shall be made in writing and shall provide the reasons for such denial. The applicant or an affected property owner may appeal the Town Manager or designee's decision on the sidewalk café permit application to the Town Commission.

(Ord. No. 2020-02 , § 3, 2-11-2020)

**Sec. 17-89. Sidewalk café permit standards and requirements.**

(a) *Sidewalk café permit.*

- (1) Each sidewalk café permit shall be effective for one year commencing on October 1st through September 30th and subject to annual payment as provided for in section 17-87 of this article.
- (2) The sidewalk café permit shall be personal to the permittee only and shall not be transferable.
- (3) The sidewalk café permit issued shall be specific to the location and is not transferrable to another location.

- (b) *Sidewalk café designation.* The Town will designate the approved boundaries of the sidewalk café area by placing medallions at the corners of the sidewalk café area, in accordance with the scale layout drawing attached to and made a part of the approved sidewalk café permit.

(c) *Location.*

- (1) Sidewalk cafés shall only be located in the following areas:
  - a. The sidewalk frontage of the licensed business to which the sidewalk café permit is issued;
  - b. The sidewalk frontage of the building where the licensed business is located, if the requirements found in subsection (c)(2) below have been satisfied; or
  - c. The sidewalk frontage of an adjacent property, if the requirements found in subsection (c)(2) below have been satisfied.
- (2) Adjacent property or adjacent tenant space. If the proposed sidewalk café area extends in front of adjacent property or adjacent tenant space then the permittee shall obtain written permission from the adjacent property owner, adjacent tenant, or both, if applicable, for use of this area to be included in the sidewalk café area.
- (3) Location of furniture and/or fixtures. Furniture and/or fixtures shall be prohibited within a three-foot radius of the ingress or egress of a building and within a five-foot radius of bus stops, taxi stands, parking meters, fire hydrants, pedestrian crosswalks or handicap ramps.
- (4) Pedestrian safety areas.
  - a. Buffer zone.
    1. Adjacent to parking. Where parking exists between the sidewalk area proposed for use and the portion of the ROW used for vehicular travel, a sidewalk café shall be located in such a manner that a minimum five-foot wide buffer zone is maintained adjacent to the parking, at all times.
    2. No parking. Where no parking exists, a minimum one-foot wide buffer zone between the edge of the sidewalk closest to the ROW used for vehicular travel and the sidewalk café



area buffer zone shall be maintained at all times. In areas of congestion, the Town Manager or designee may require additional clearance.

b. **Pedestrian path.**

1. In addition to any buffer zone required pursuant to subsection (4)a. above, each sidewalk café area shall provide a pedestrian path, designated by the Town of no less than:

(i) Seven feet for sidewalk café areas located east of Ocean Drive and fronting Commercial Boulevard; or

(ii) Five feet for sidewalk café areas except as provided for in subsection b.1.(i).

2. The Town Manager or designee shall have the authority to select the final location of the pedestrian path located within the sidewalk café area. In areas of congested pedestrian activity, the Town Manager or designee is authorized to require a wider pedestrian path than the standard set forth in subsection (c)(4)b.1. above, as may be necessary for the health, safety and welfare of the general public.

c. All pedestrian paths, buffer zones, building ingress and egress, and fire access lanes designated by the Town Fire Marshall shall be kept clear and unobstructed at all times. Patrons shall not be permitted to loiter or dance in a designated buffer zone or pedestrian path. Service staff may traverse designated pedestrian paths but shall not impede the pedestrian traffic while taking orders or delivering food and drink orders.

(d) **Maintenance of the right-of-way.**

- (1) The Town Manager or designee shall designate a maintenance area, including portions of the ROW covered by the sidewalk café permit.
- (2) The permittee shall be responsible for removal of stains in the designated maintenance area, including but not limited to those caused by dirt, grease and food or beverages.
- (3) The maintenance area shall be cleared of all debris as may be necessary throughout the course of the day, and then again at the close of each business day.
- (4) The permittee will be charged at a rate established by the fee awarded to the right-of-way cleaning contractor for regular cleaning of the maintenance area, including portions of the right-of-way covered by the sidewalk café permit.
- (5) The permittee will be charged for the costs of materials and labor that may be necessary to replace any and all landscaping, paving and other public improvements which are damaged and/or stained resulting from the operation of the sidewalk café. The cost of labor and materials calculated under this section shall be premised upon the same quality of materials and workmanship previously approved and utilized by the Town for landscaping, paving and other public improvements.

(e) **Physical barriers.**

- (1) No objects shall be permitted around the perimeter of a sidewalk café area which would have the effect of forming a physical or visual barrier.

(f) **Exterior bars.** Exterior bars located within the sidewalk café area shall be prohibited.

(g) **Music.**

- (1) Live and/or amplified music shall be prohibited within the confines of a sidewalk café area.
- (2) Speakers emitting music from inside the restaurant or food store serving the sidewalk café area shall be placed and directed in such a manner that the music's amplification is directed internally into the restaurant or food store.

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- (h) **Fire hazards.**
- (1) Other than candles, which are used in the course of ordinary tableside service, no food preparation involving fire or fire apparatus of any kind shall be allowed on the public sidewalk.
- (i) **Seating.** The maximum seating capacity shall be limited to one seat per ten square feet of sidewalk café area for chairs and one barstool seat per 24 inches of the linear outside bar area.
- (j) **Sidewalk café furniture and fixtures.**
- (1) **General review standards.** The placement and configuration of furniture and fixtures, as well as replacement furniture and fixtures shall be reviewed for consistency with the following:
- a. Compatibility with the Town's aesthetic standards;
  - b. Compatibility of the scale of the furniture and fixtures with the sidewalk café area and adjacent buildings and structures;
  - c. Fire safety and accessibility;
  - d. Compatibility with the buffer zones and pedestrian paths; and
  - e. Compliance with the requirements of this article and any other applicable provisions of this Code.
- (2) **Shade structures.**
- a. Umbrellas. Shall be no larger than eight and one-half feet in diameter and shall maintain a minimum vertical clearance from the sidewalk of not less than eight feet in height.
  - b. Tents, canopies and pergolas or other similar structures are prohibited.
- (3) **Greeting podiums and service stations.**
- a. All furniture and fixtures, including any greeting podium and/or service station, shall remain within the confines of the designated sidewalk café area, located as close to the building as feasibly possible and shall not impede the pedestrian path.
  - b. If a sidewalk café is adjacent to an outdoor dining area, any greeting podium and/or service station, shall be located in the confines of the designated outdoor dining area and not within the designated sidewalk café area.
- (4) **Quality and appearance.** Furniture and fixtures located within the sidewalk café area shall be:
- a. Of sufficient quality, design, materials, size, color, elevation and workmanship both to ensure the safety and convenience of users, and to enhance the visual and aesthetic quality of the urban environment;
  - b. Mildew and rust resistant; and
  - c. Maintained with a clean and attractive appearance and in good repair at all times.
- (5) **Design.** The design, materials and colors of the sidewalk café furniture and fixtures shall be approved by the Town Manager or designee prior to the issuance of the sidewalk café permit.
- (6) **Materials.** All fabrics and materials utilized in the sidewalk café shall be fire-retardant, pressure-treated or manufactured with fire resistive materials.
- (7) **Affixed.** The Town Manager or designee may approve certain tables to be permanently affixed to the sidewalk. If approved, the permittee is responsible for replacing the pavers and repairing the sidewalk for any damages caused by the relocation and removal of the table(s).

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- (8) *Storage.* Furniture and fixtures may be stored on the sidewalk, after closing, in a neat and orderly manner, provided that such furniture is stacked no earlier than 10:30 p.m. and the furniture layout for the sidewalk café area is restored no later than 10:30 a.m.
  - (9) *Furniture and fixture removal.* Permittee is responsible for removing all unaffixed furniture and fixtures from the sidewalk at the close of business the day before a Town scheduled sidewalk cleaning date. Failure to remove all unaffixed furniture and fixtures from the sidewalk may result in removal by the Town or its designee at the permittee's expense.
  - (10) *Identification of the restaurant or food store.* In order to communicate the identity of the restaurant or food store associated with the sidewalk café, the name and logo of the restaurant or food store may be located once on a table or tablecloth, once on each panel of an umbrella, and once on chair covers at a letter height not exceeding four inches. All other endorsements or advertising which are not intended to communicate the identity of the restaurant or food store are prohibited.
  - (11) *Fire and hurricane hazards.*
    - a. The configuration of all sidewalk café areas, including the location of all furniture and fixtures, shall be approved by the Town Fire Marshall.
    - b. Upon the issuance of a "hurricane warning" or "hurricane watch" by the Broward County Office of Emergency Management, the permittee shall be required to remove all furniture and fixtures from the sidewalk café area. Failure to remove any furniture and/or fixtures related to the sidewalk café within 24 hours from the issuance of a "hurricane warning" or "hurricane watch," may result in the Town Manager or designee directing Town staff to remove said furniture and/or fixtures. The permittee shall be responsible for any and all expenses incurred by the Town for the removal, storage, and return of said furniture, fixtures or objects. The Town shall not be responsible for any damages to sidewalk café furniture and/or fixtures resulting from the removal, storage and return.
  - (12) *Use limitations.*
    - a. A television may either be located inside the building or, if outside the building, attached to the building, provided no television sound is audible outside the perimeter of the sidewalk café area.
    - b. No furniture, fixtures, decorations, lights or other objects shall be placed in a sidewalk café area, other than those items specifically approved as part of the sidewalk café permit.
    - c. No furniture, fixtures, decorations, lights or other objects shall be placed outside of a sidewalk café area including, but not limited to areas on the sidewalk, landscaping, light poles or Town furniture.

(Ord. No. 2020-02 , § 3, 2-11-2020; Ord. No. 2021-07 , § 3, 9-13-2021)

#### **Sec. 17-90. Liability and insurance.**

- (a) The permittee agrees to indemnify, defend, save and hold harmless the Town, its officers and employees from any and all claims, liability, lawsuits, damages and causes of action which may arise out of this permit, or the permittee's activity on the premises by executing a license and encroachment agreement.
- (b) The permittee shall meet and maintain the minimum insurance requirements set forth in subsection 17-9(3) of this Code for issuance of a sidewalk café permit.

(Ord. No. 2020-02 , § 3, 2-11-2020)

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**Sec. 17-91. Revocation, suspension or denial of permit.**

- (a) *Revocation and/or denial.* The approval of a sidewalk café permit is conditional at all times. The holder of a permit has no vested right or property interest in the continuation of the permit or the activity it allows. A sidewalk café permit may be denied and/or revoked if it is found that any of the following has occurred:
- (1) Any applicable business or health permit for the restaurant or food store associated with the sidewalk café permit has been suspended, revoked or cancelled.
  - (2) The permittee exceeds the approved square footage of the approved sidewalk café permit area.
  - (3) Changing conditions of pedestrian or vehicular traffic which cause congestion necessitating removal of the sidewalk café. Such decision may be based upon findings of the Town Manager or designee that the pedestrian path and/or buffer zone is insufficient under existing circumstances and represents a danger to the health, safety or general welfare of pedestrians or vehicular traffic.
  - (4) Revocation of permission from property owner or adjacent owner, if applicable.
    - a. If the owner of the building in which the restaurant or food store operating the sidewalk café revokes permission for the sidewalk café, then the entire sidewalk café permit shall be revoked.
    - b. If the owner of an adjacent property in front of which the sidewalk café extends revokes permission, then only that portion of the sidewalk café permit authorizing the area in front of the adjacent property shall be revoked.
    - c. Revocation of a sidewalk café permit shall only be effective 60 days after the owner of the building provides written notice to the Town of such revocation.
  - (5) The permittee has failed to correct violations of this article or conditions of the sidewalk café permit within 24 hours of receipt of written notice from the Town Manager or designee. Once notice has been given for a violation, a violation of the same condition is considered a repeat violation and the Town Manager or designee shall have the right to revoke the sidewalk café permit as set forth in subsection (d).
  - (6) The permittee fails to maintain the minimum insurance requirements set forth in subsection 17-9(3) of this Code or conditions of the sidewalk café permit.
  - (7) The permittee fails to maintain compliance with any other applicable provision of this Code.
  - (8) The permittee fails to pay annual fees associated with the sidewalk café permit or any other outstanding fees which may be owed to the Town.
- (b) *Suspension.*
- (1) The permit may be temporarily suspended and furniture and fixtures required to be removed by the Town Manager, designee or authorized law enforcement official when necessary for the following reasons:
    - a. To clear sidewalk areas for a "community or special event" authorized by a permit issued by the Town;
    - b. When street, sidewalk, or utility repairs necessitate such action;
    - c. In emergency situations (police fire life safety). In such an event, the Town and its officers and employees shall not be responsible for sidewalk café furniture and fixtures relocated during emergencies.
- (c) *Removal of furniture and fixtures.*

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- (1) In the event the permittee fails to remove any furniture and fixtures or other objects related to the sidewalk café within 24 hours of receipt of the Town Manager's or designee's final notice of violation, revocation or suspension, the Town Manager or designee may direct Town staff to remove said objects. The permittee shall be responsible for any and all expenses incurred by the Town for the removal, storage, and return of said furniture, fixtures or objects. The furniture and fixtures shall only be released upon a proper showing of ownership and payment of reasonable and actual removal, administrative and storage charges, as set forth and approved by the Town Commission.
  - (2) Any furniture, fixtures or objects removed by the Town shall be stored for a period not to exceed 30 days. In the event the furniture or fixtures are not claimed within the 30 day storage period, the furniture, fixture or object shall be deemed unclaimed property in possession of the town and may be disposed of pursuant to law.
  - (3) Notwithstanding subsection (c)(1) above, the Town Manager or designee shall have the right to remove or relocate without notice, any furniture and fixtures that presents a safety hazard to traffic or pedestrian flow or that are not specifically identified in the sidewalk café permit. In such an event, the Town and its officers and employees shall not be responsible for any damages to sidewalk café furniture and fixtures that may have resulted during removal and/or relocation. The permittee may be responsible for any and all expenses incurred by the Town for the removal, storage, and return of said furniture, fixtures or objects.
- (d) *Procedures for permit suspension or revocation.*
- (1) If the Town Manager or designee believes that a permittee has engaged or is engaged in conduct warranting the revocation of the permit, he or she shall serve the permittee by certified mail or hand delivery, at the address provided in the application for the permit, a written notice of violation which affords reasonable notice of facts or conduct which warrant the intended action, and a reasonable time for the permittee to cure the violation.
  - (2) The written notice of violation shall state the required remedial action to eliminate the violation. The permittee shall be afforded a reasonable opportunity to request a hearing before the Town Commission on the notice of violation, unless the Town Manager or designee finds that an emergency condition exists involving serious danger to public health, safety and welfare, or the permittee is a repeated violator of the requirements of this article, in which case advance notice and hearing shall not be required.
  - (3) In the case of an emergency suspension or revocation, the permittee shall immediately be advised of the Town Manager's or designee's action.
  - (4) In the event the permittee does not cure the violation within the reasonable time designated by the Town Manager or designee, the sidewalk café furniture and fixtures may be removed and penalties may be imposed pursuant to section 17-92.

(Ord. No. 2020-02 , § 3, 2-11-2020)

## **Sec. 17-92. Enforcement.**

- (a) This article shall be enforced as follows:
- (1) The Town Manager or designee shall have jurisdiction to hear and decide cases involving sidewalk café permits.
  - (2) The Code Enforcement Special Magistrate shall have jurisdiction to hear and decide cases involving sidewalk cafés where a permit has not been issued or has previously been revoked and/or suspended.

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- (3) The Town may enforce the provisions of this article by supplemental code or ordinance enforcement procedures as provided by F.S. ch. 162, pt. 2; or.
  - (4) The Town may prosecute violations by issuance of notices to appear for violation of a Town ordinance.
  - (b) The penalty for a violation of this article pursuant to subsection 17-92 (a)(2) shall be as provided by F.S. ch. 162.
  - (c) The Town Attorney, with authorization from the Town Commission, may bring suit on behalf of the Town to enjoin any violation of this article.

(Ord. No. 2020-02 , § 3, 2-11-2020)

**Sec. 17-93. Recovery of unpaid fines; unpaid fines to constitute a lien; foreclosure.**

- (a) The Town of Lauderdale-By-The-Sea may institute proceedings in a court of competent jurisdiction to compel payment of civil fines.
- (b) A certified copy of an order imposing a civil fine may be recorded in the public records and thereafter shall constitute a lien upon any other real or personal property owned by the violator and it may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but shall not be deemed to be a court judgment except for enforcement purposes. After two months from the filing of any such lien which remains unpaid, the Town may foreclose or otherwise execute on the lien.

(Ord. No. 2020-02 , § 3, 2-11-2020)

**Secs. 17-94—17-100. Reserved.**



## EXHIBIT 1

### POLICIES FOR USE OF THE OCEAN AND DUNE PLAZAS & THE PAVILION BY ENTITIES OTHER THAN THE TOWN

**General philosophy:** The beach pavilion, the Ocean Plaza, and the Dune Plaza are the premier public spaces in Town and were built for the enjoyment of our residents and visitors. They should therefore only be used for events that are open to the general public or are of significant benefit to the Town. The Town should collect fees and costs so that users bear the costs related to their events, rather than covering those costs from the Town's general fund.

#### Use of Ocean Plaza by Aruba for Outdoor Dining:

Based on the successful experience with piloting a program of outdoor dining in Ocean Plaza during the COVID-19 pandemic, and subsequent refinement to limit the impacts on other uses and users of Ocean Plaza, Aruba is eligible to enter into a revocable license agreement for the use of the portion of Ocean Plaza closest to their property for outdoor dining. The outdoor dining use may be applied for annually and requires approval by the Town Commission prior to October 1. It:

- a. shall not occupy more than 800 square feet of the north end of the Ocean Plaza within the knee wall; and
- b. shall provide for removal of the outdoor dining use when necessary to accommodate a Town event or other approved in accordance with this policy after giving a minimum of 48 hours' notice;
- c. shall require maintenance of the Ocean Plaza including cleaning the pavers in the licensed area and keeping Ocean Plaza clean and free from litter and debris; and
- d. shall be conducted in accordance with all the requirements of the revocable license agreement with the Town, including timely payment of fees specified therein

The following policies and fees shall govern all other use of the plazas and the Pavilion:

- a. Eligible users. Use of the plaza for events open to the general public shall be limited to:
  - a. Town commercial businesses (limited to 4 rentals per year per business)
  - b. Town-based non-profit organizations (limited to 2 rentals per year per organization)
  - c. Out of Town 501C Registered Non-Profit Organizations (limited to 1 rental per organization per year).

- d. The plazas and pavilion 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.
- e. The Town Commission may authorize the private use of the plazas by any 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).

## 2. Fees and costs.

- a. A rental fee will be charged for all such uses. The rental structure for events that are open to the general public shall be:
  - i. Town commercial business use - \$850 per day or per night
  - ii. Town-based non-profit organization - \$215 per day or night
  - iii. Out of Town 501C Registered Non-Profit Organization - \$425 per day or night
- b. The rental fees above are per plaza. If an organization wants to utilize both plazas for their event, they must pay rent for each plaza.
- c. Use of the plazas as part of a larger special event shall be subject to these rental fees, in addition to the special event permit fee.
- d. The Town Manager shall estimate the cost of Town and BSO staff to service the event and set an additional deposit that the renter must pay upfront.
- e. If food and beverages are to be served, the deposit shall include a pressure washing fee.
- f. Renters will be required in their rental agreement to clean up the plazas immediately after their use, pay all fees, pay the cost of any damage they do to the Town's property, and pay for all Town & BSO costs directly associated with the event. If such costs exceed the upfront payment for those services, the renter must reimburse the Town for the difference.

3. Insurance. Renters must provide liability insurance (and liquor liability insurance if liquor is being served in amounts set by the Town Manager) and execute indemnification agreements with the Town in a form acceptable to the Town Attorney.

## 4. Potential use on holidays.

- a. The Town Commission will decide if they wish to make the plazas available for use of Town commercial businesses or Town-based non-profit

organizations on specific holidays. Non-profit organizations that are not based in LBTS may not rent the plazas on 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 plaza on a specific holiday two years in a row if another business or non-profit wants the opportunity. The Town Manager shall 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.

5. *Use on the same day as a special event.* Rentals will not be considered on days or evenings of Special Events with which they would interfere or conflict.

6. Sales. There shall be no sales of manufactured products (excluding food products) in the plazas during these events. Only hand-made artisan products may be sold in connection with such a rental. However, manufactured goods may be auctioned or sold at a charity event in the plaza. This restriction does not apply to the sale of food or food products.

7. Cancellation for Town-sponsored event. The Town reserves the right to cancel the rental up to 90 days in advance if the Town Commission decides to hold a Town-sponsored event in the plaza on that same date.



## Town Commission Agenda Item Report

**Meeting Date:** September 12, 2024

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

**Submitting Department:** Administration

**Item Type:** Resolution

**Agenda Section:** NEW BUSINESS

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**Subject Title:** RESOLUTION 2024-38 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SELECTING AND AUTHORIZING NEGOTIATIONS WITH FLYNN ENGINEERING SERVICES, P.A. AS THE MOST QUALIFIED FIRM FOR TOWN ENGINEERING SERVICES PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2024-07-02, AND FURTHER AUTHORIZING, IF NECESSARY, NEGOTIATIONS WITH THE SECOND MOST QUALIFIED FIRM, COLLIERS ENGINEERING & DESIGN, INC., FOR THE AWARD OF A CONTINUING CONTRACT FOR SUCH SERVICES; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

**Explanation:** In 2019, the Commission selected Flynn Engineering to be the Town Engineer. The Town's contract provided for a three (3) year term with two renewal periods of one (1) year each. The Commission exercised the renewal option, which extended the Flynn Engineering contract to August 28, 2024. The purchasing manual allows, at the discretion of the Town Manager, an extension of up to 180 days pending renegotiation or award of a new bid if such extension is deemed to be in the best interest of the Town. The Town Manager exercised this authority to extend the current contract to February 24th, 2025 or until a new contract is signed, whichever is sooner.

We released a Request for Qualifications ("RFQ") on July 24, 2024 and received three responses, 2 of which were deemed eligible for ranking based on the criteria set forth in the RFQ on the deadline of August 9, 2024. A copy of the RFQ is on file in the Town Clerk's Office and is included as documentation attached to the Resolution. Copies of all three responses are on file in the Clerk's Office.

The process to select a consultant to provide engineering services is set forth in Section 287.055 of the Florida Statutes, which is known as the Competitive Consultant's Negotiation Act ("CCNA"). The difference between a CCNA process and the Town's normal RFP process is that a CCNA solicitation is a two-part process. First, the Town first selects and ranks the most qualified firms. In the second phase, the Town negotiates compensation and a contract with the first most qualified firm at a compensation that the Town determines is fair, competitive, and reasonable. Should the Town be unable to negotiate a satisfactory contract with the first ranked firm, negotiations with that firm must be formally terminated and the Town

may then begin negotiations with the second most qualified firm. State law prohibits compensation from being a factor in ranking engineering firms.

#### RFQ Evaluation Committee Recommendations

The evaluation committee for the RFQ was composed of Town Manager Linda Connors, Deputy Town Manager Ken Rubach, and Development Services Director Jhanelle Campbell. The committee's meeting were posted and open to the public and the minutes of those meetings are on file in the Town Clerk's Office.

After review of the RFQ responses, the committee ranked the firms in the following order of preference:

1. Flynn Engineering- Jay Flynn, Proposed Town Engineer
2. Colliers Engineering- Michael O'Krepky, Proposed Town Engineer

While 2 of the 3 respondents met the basic qualifications to be ranked, the Committee members overwhelmingly selected Flynn Engineering as the top choice. Flynn has extensive experience in municipal projects in the County as well as having performed the role previously for the Town.

The second choice was Colliers Engineering, who has municipal experience but not within Broward County and therefore, this was seen as a negative by the Committee.

**Recommendation:** Approve Resolution 2024-38: Approving the rankings as presented by Staff and authorize the Town Manager to negotiate a contract with the Commission's number one-ranked firm, Flynn Engineering. If the Town Manager is unable to reach a satisfactory agreement with the first ranked firm, Staff recommends authorization to enter into negotiations with the next ranked firm. The successfully negotiated contract will be presented for Commission approval as soon as practical.

#### **Exhibits:**

1. Resolution 2024-38 Town Engineering Services w Exhibit A RFQ

# RESOLUTION NO. 2024-38

**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SELECTING AND AUTHORIZING NEGOTIATIONS WITH FLYNN ENGINEERING SERVICES, P.A. AS THE MOST QUALIFIED FIRM FOR TOWN ENGINEERING SERVICES PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2024-07-02, AND FURTHER AUTHORIZING, IF NECESSARY, NEGOTIATIONS WITH THE SECOND MOST QUALIFIED FIRM, COLLIERS ENGINEERING & DESIGN, INC., FOR THE AWARD OF A CONTINUING CONTRACT FOR SUCH SERVICES; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

**WHEREAS**, on August 9, 2024, the Town of Lauderdale-By-The-Sea (the “Town”) issued Request for Qualifications No. 2024-07-02 (the “RFQ”), attached hereto as Exhibit “A,” seeking professional engineering services, as may be needed from time to time for Town projects, in accordance with Section 287.055, Florida Statutes, known as the Consultants’ Competitive Negotiation Act (CCNA) (the “Services”); and

**WHEREAS**, responses received from qualified firms in response to the RFQ were evaluated and ranked by the Town's Evaluation Committee, and two firms were ranked as responsive and qualified, with Flynn Engineering Services, P.A. ("Flynn Engineering") as the highest-ranked firm and Colliers Engineering & Design, Inc. ("Colliers Engineering") as the second most qualified firm; and

**WHEREAS**, the Town Commission wishes to authorize the Town Manager to negotiate a continuing professional services agreement (“Continuing Contract”) with the most qualified firm, Flynn Engineering, and, if necessary, authorize negotiations with the second most qualified firm, Collier Engineering, for award of a Continuing Contract for the Services; and



**WHEREAS**, the Town Commission finds that it is in the best interests of the Town to proceed as indicated in this Resolution and authorize negotiations with the qualified firms in order to enter into a Continuing Contract for the Services.

**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 4. Authorization to Negotiate Continuing Contract.** The Town Manager is hereby authorized to negotiate a Continuing Contract with the most qualified firm, Flynn Engineering, and, if necessary, authorized to negotiate with the second most qualified firm, Collier Engineering, for award of a Continuing Contract for the Services.

**Section 5. Authorization to Implement.** The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

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

**PASSED AND ADOPTED** this                      day of September, 2024.

Mayor Edmund Malkoon

Attest:

Katrina Adler, Town Clerk  
(CORPORATE SEAL)

60 APPROVED AS TO FORM:

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Susan L. Trevarthen, Town Attorney

# LAUDERDALE BY • THE • SEA



REQUEST FOR QUALIFICATIONS FOR  
***Town Engineering Services***

REQUEST FOR QUALIFICATIONS No. 24-07-02  
Submittal Deadline: August 9, 2024 at 3:00 P.M.

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

**RFQ Name:** Town Engineering Services  
**RFQ No.:** RFQ 2024-07-02  
**Pre-Bid Conference:** There will be no pre-bid conference for this RFQ  
**Proposal Deadline:** August 9, 2024 at 3:00PM

**NOTICE IS HEREBY GIVEN** that Town of Lauderdale-By-The-Sea (the "Town") is soliciting sealed statements of qualifications ("Statements") from interested companies, firms, and individuals ("Respondents") for the provision of continuing professional services, on an as needed basis, in accordance with Section 287.055, Florida Statutes, known as the Consultants' Competitive Negotiation Act (CCNA). Respondents may obtain a copy of Request for Qualifications No. 2024-07-01 (the "RFQ") to be issued on **July 24, 2024**, through the DemandStar portal ([www.Demandstar.com](http://www.Demandstar.com)) or the Town's website ([www.lauderdalebythesea-fl.gov/Bids.aspx](http://www.lauderdalebythesea-fl.gov/Bids.aspx)). The RFQ contains detailed information about the scope of services, submission requirements, and selection procedures. Interested Respondents shall register with the website to receive notifications pertaining to this solicitation. All notices and any addenda issued by the Town with respect to this RFQ will be made available through the DemandStar portal and on the Town's website. It is the Respondent's sole responsibility to ensure receipt of any issued notice or addenda relating to this RFQ once posted to DemandStar or the Town's website.

**Sealed responses to this RFQ will be received until 3:00 P.M. (local) August 9, 2024**, via the DemandStar portal or in Town Hall, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

**Responses should be clearly marked "RFQ 24-07-02 Town Engineering Services".**

All information required by this RFQ shall be submitted to the TOWN by the submittal deadline to constitute a valid response.

The TOWN normally opens responses to RFQs as soon as practical after the submittal deadline; however, the TOWN reserves the right to delay that opening if necessary. The openings of all RFQs are open to the public.

**ALL QUESTIONS AND CONTACT WITH THE TOWN REGARDING THIS RFQ ARE TO BE DIRECTED TO:**

Katrina Adler, Town Clerk  
4501 N. Ocean Drive  
Lauderdale-By-The-Sea, Florida 33308  
Telephone: 954-640-4201  
Email: [TownClerk@lbts-fl.gov](mailto:TownClerk@lbts-fl.gov)

The documents may also be obtained by contacting the Town Clerk.

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## Section 1 General Information

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**1. DEFINITIONS.** For the purposes of this Request for Qualifications (RFQ):

**CCNA** means the Consultants' Competitive Negotiation Act found in Section 287.055, Florida Statutes.

**Continuing Contract** means a contract for professional services entered into in accordance with all the procedures of the CCNA between the TOWN and a firm, as further specified in Section 287.055(2)(g)1 which is incorporate herein by reference.

**Qualified Firm** means a Respondent who is deemed by the Town Manager to be highly qualified to perform the professional services described in this RFQ and is included on the list of Firms submitted to the Town Commission.

**Respondent** means the individual, organization, corporation, or firm, submitting a response to this RFQ.

**Selected Firm** means a Qualified Firm that has been approved by the Town Commission and has executed a Continuing Services Contract.

**Submittal Deadline** means the date and time after which the TOWN will not accept responses to this RFQ.

**TOWN** means the Town of Lauderdale-By-The-Sea, Broward County, Florida.

**Work Authorization** means the document issued by TOWN to a Selected Firm authorizing a specific scope of services, the compensation to be paid, the time frame to complete the work and other project specific details.

**2. NATURE OF THE WORK**

- A. The TOWN intends to enter into continuing contracts with the most qualified firms to provide professional services in accordance with the CCNA for the following discipline:

✓ **Town Engineering Services**

- B. The professional services to be provided will primarily relate to municipal construction, maintenance and repair as well as floodplain administration, work within the Right of Way and private development plan review.

- C. When needed, the TOWN may provide a Selected Firm with a proposed scope of services for a specific project or assignment and request a proposal from the firm. If the TOWN and the Selected Firm agree, then a Work Authorization will be issued by the TOWN authorizing a specific scope of services, the compensation to be paid, the time frame to complete the work and other project specific details.



## Section 1 General Information

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### 3. DESCRIPTION OF WORK

#### A. GENERAL INFORMATION

The Town of Lauderdale-By-The-Sea is a seaside community with a permanent population of about 6,000 that increases to about 11,000 during the winter season.

The Town seeks a qualified engineering firm licensed in the State of Florida to act as the Town Engineer, which includes oversight and administration of engineering related activities and to provide engineering services to the Town. The Town Engineer provides coordination and technical support as required with Town Commission, Town Manager other Town departments, public agencies, consulting engineers and citizens.

#### B. SCOPE OF SERVICES

The following tasks are among those which will be performed by the Town Engineer:

1. Provide professional engineering services normally performed by a Town Engineer.
2. Act as the Town's certified Floodplain Manager to review all substantial improvement permits for compliance with all applicable codes.
3. Attend Town Commission meetings when requested.
4. Attend meetings with and on behalf of the Town to respond to engineering-related projects and issues.
5. Attend project review meetings with Town staff.
6. Assist in the preparation of the Capital Improvement Budget by providing cost estimates for a variety of capital projects if requested.
7. Respond to queries from residents pertaining to Town engineering matters when requested by Town.
8. Review and approve plats, plat exemptions and plat waivers in the capacity of Town Engineer.
9. Sign and seal applicable documents with regard to engineering sufficiency as needed by the Town including, but not limited to, engineering design drawings, plats, and permit applications.
10. Review and approve permits for work in the public rights-of way and inspect the completed work.
11. Review and approve building permit submittals for engineering related activities and inspect the completed work.

## Section 1 General Information

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12. Prepare agenda and other reports as required.
13. Review and approve water, sewer, paving, and drainage plans for compliance with Town Engineering Standards and other related applicable standards.
14. Provide value engineering reviews and constructability analyses of designs prepared for Town projects;
15. Direct, review, and approve in-house construction projects, including final design plans; provide technical administration as required.
16. Review, certify and approve payments to contractors;
17. Consult with Town on construction projects; and,
18. Meet with officials from Federal, State and County Agencies and other cities on behalf of the Town.
19. Prepare and submit permit applications, meet with permitting agencies as necessary to acquire permits, and submit final permit reports.
20. Review Land Development Code requirements.
21. Review Development Services applications when requested.

Special Projects: In addition to the tasks outlined, from time to time the Town may designate special projects to be completed by the Town Engineer, such as, but not limited to, the following projects:

22. Provide Civil Engineering Design for miscellaneous Town projects.
23. Provide project management or oversight on various construction projects. and
24. Assist in the preparation of applications and supporting documents for government grants or loans.

Please note that the Town **does not** provide designated office space or administrative support for

### 4. ANTICIPATED TERM

The Town Engineer contract resulting from this RFQ is anticipated to be awarded for an initial term of five years, with the TOWN having the option to exercise two, two-year extensions thereafter.

### 5. CCNA LIMITS

In accordance with Section 287.055(2)(g)(1), a continuing contract may be used for:

- a. Professional services entered into in accordance with all the procedures of the CCNA between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of

## Section 1 General Information

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each individual project under the contract does not exceed \$7.5 million Beginning July 1, 2025, and each July 1 thereafter the Department of Management Services shall adjust the maximum amount allowed on the preceding June 30 for each individual project in a continuing contract by using the change in the June-to-June Consumer Price Index for All Urban Consumers issued by the Bureau of Labor Statistics of the United States Department of Labor. The department shall publish the adjusted amount on its website;

- b. Study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000; or
- c. Work of a specified nature as outlined in the contract required by the TOWN, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause.

If the statutory limits are adjusted by operation of law, the new limits shall automatically apply to any work authorization.

### I. MINIMUM REQUIRED EXPERIENCE & QUALIFICATIONS

In order to be deemed responsive and considered for contract award, firm(s) or individuals must satisfy the following mandatory minimum requirements for their respective disciplines:

#### **General Requirements:**

- A. Maintain an office in the tri-County area (Broward, Dade and Palm Beach Counties), which is the home office for the principal professional of record and most of the professional's support team.
- B. Possess and maintain all necessary and appropriate Florida licenses and certifications required for the services proposed to be provided.

#### **Engineering and/or Traffic Engineering Services**

- C. Have at least fifteen (15) years of experience in providing engineering services to local governments.
- D. The person proposed to be assigned to manage the TOWN contract shall be a registered professional engineer with the State of Florida and shall provide his or her license number in the response.
- E. The Traffic Engineer proposed to be assigned to the TOWN contract must be a registered professional engineer with the State of Florida and provide his or her license number in the response.
- F. The Traffic Engineer proposed to be assigned to the TOWN contract by a multi-disciplinary firm must be currently certified as a Professional Transportation Planner (PTP) by the Institute of Transportation Engineers (ITE) and provide his/her certificate number in the response. Additional certification as a Professional Traffic Operations Engineer (PTOE) is preferred.

## Section 1 General Information

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If a firm has not been in existence for the required number of years, but the principals who are proposed to be assigned to the TOWN's contract have the requisite experience with another firm, that experience may satisfy the required experience.

### II. SELECTION PROCESS

The TOWN will follow the selection process set forth below and in accordance with the TOWN Purchasing Manual, which is on the TOWN's website: <https://www.lauderdalebythesea-fl.gov/DocumentCenter/View/2431/2023-Purchasing-Manual?bidId=>

- A. **Reserved Rights:** The TOWN reserves the right to:
  - Change the Submittal Deadline or cancel this RFQ;
  - Reject incomplete, irregular, or non-responsive response;
  - Reject responses with or without cause and for any reason including, but without limitation, if the Respondent fails to submit any required documentation, if the Respondent is in arrears or in default upon any debt or contract to the TOWN or has failed to perform faithfully any previous contract with the TOWN or with other governmental jurisdictions;
  - Solicit and re-advertise for other response; or,
  - Waive any irregularities or informalities when in the best interest of the TOWN.
- B. **Interviews:**

The TOWN wishes to avoid the expense to the TOWN and to Respondents of unnecessary presentations. Therefore, the TOWN will make every reasonable effort to achieve the initial ranking using written submittals. The TOWN, however, reserves the right to conduct personal interviews or require presentations prior to selection if the TOWN deems this is necessary in order to select its top-ranked firms. The TOWN will not be liable for any expenses which Respondents may incur in connection with a presentation to the TOWN or related in any way to this RFQ.
- C. **Request for Additional Information:**

The Respondent shall furnish such additional information as the TOWN may reasonably require. The TOWN reserves the right to make investigations of the qualifications of the Respondent as it deems appropriate, and to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Respondent, including shareholders, principals and senior management. Failure to provide additional information requested may result in disqualification of the response.
- D. **Evaluation Committee**

## Section 1 General Information

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- a. An Evaluation Committee (the “**Committee**”) will be established by the Town Manager or Deputy Town Manager to review and evaluate all submittals.
- b. The Purchasing Administrator will first review each submittal for compliance with the minimum qualifications and mandatory requirements of the RFQ. Failure to comply with the RFQ requirements may disqualify a response.
- c. The Committee will then evaluate the submittals based on the evaluation criteria below and establish a list of Qualified Firms deemed to be the most qualified and most advantageous to the TOWN to provide the services requested.
- d. The Committee or the Town Commission may request oral presentations from the Respondents. The selection recommendation will be brought to the Town Commission for approval and authorization to begin contract negotiation with the most qualified firms.

E. Shortlisting of Firms.

Depending on the number of responses received, the Town may short-list respondents in order to facilitate more in-depth analysis of a manageable number of responses. These short-listed respondents may or may not be interviewed by the appointed Committee.

For continuing contracts, multiple firms may be determined to be qualified and placed on a qualified vendors list for the types of services identified in this RFQ.

### III. EVALUATION CRITERIA

The following criteria will be used to evaluate the submittals. Not all of these criteria will apply to each discipline for which professional services are sought.

| Criteria |                                                                                                                                                                                                                       | Maximum Points |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1.       | <b><u>Qualifications of Firm:</u></b><br>To include years of experience, ability, capacity and skill of firm(s) and personnel to perform, including timeliness, stability and availability, licenses, insurance, etc. | 25             |
| 2.       | <b><u>Qualifications the Project Team:</u></b><br>To include experience and qualifications of key personnel that will be assigned to the Town’s projects.                                                             | 30             |

## Section 1 General Information

|              |                                                                                                                                                                                                                                                                                                                        |     |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 3.           | <b><u>Approach to the Handling of Potential Projects &amp; Timeliness</u></b><br>Indicate Firm's understanding of proposed needs and projects proposed by the Town.                                                                                                                                                    | 25  |
| 4.           | <b><u>Previous Similar Projects &amp; References</u></b><br>Experience and background in providing similar services and past performance, including, but not limited to, familiarity with local regulatory agency procedures and requirements, and assisting in the administration of funding and grants requirements. | 20  |
| <b>TOTAL</b> |                                                                                                                                                                                                                                                                                                                        | 100 |

- A. Respondent's number of years in business.
- B. Respondent's in-house expertise and applicability for the required services, including the demonstrated experience of the key officers and individuals proposed to be assigned to the TOWN contract.
- C. The scope, breadth, depth and quality of experience and past performance record on projects of similar type, size, quality and scope in Florida and elsewhere. Experience in completing projects and providing services similar to those required by the TOWN as demonstrated in project/service history descriptions.
- D. Is the Respondent a licensed general contractor with expertise in alternative delivery methods, such as design-build and Construction Management at Risk. This experience in alternative delivery is not required for award, particularly for a contract to provide general civil engineering, but is considered by the TOWN to be advantageous.
- E. Ability of the Respondent to fully provide services in one or more of the disciplines sought in this RFQ with in-house resources and the availability of those resources.
- F. Respondent's dependence on outside contractors and the qualifications, licenses and references for any proposed sub-consultants or subcontractors may be considered.
- G. Respondent's ability to provide all services required in a timely manner, including Respondent's ability to respond quickly, efficiently and cost-effectively.
- H. Respondent's familiarity and success with permitting agencies and permitting procedures in South Florida.
- I. The sufficiency of Respondent's staff to provide the required services.

## Section 1 General Information

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- J. Past performance with other governmental jurisdictions and, if applicable, on TOWN projects (previous employment or contractual experience with the TOWN is not required).
- K. The location of the firm and the place from which the work is to be performed.
- L. Past history of meeting required time frames.
- M. Financial resources and capabilities.
- N. Other factors considered relevant to analyze Respondent's expertise including as authorized or required by Florida Statutes.

### IV. CONTRACT AWARD

Any contract award resulting from this RFQ shall be subject to Town Commission approval and execution of a contract approved by the Town Attorney.

The award will be to the Qualified Firm(s) whose submittal complies with all material requirements set forth in this RFQ and whose qualifications and response, in the opinion of the TOWN, are the most advantageous to the TOWN, taking into consideration all aspects of the Respondent's response.

The TOWN shall be the sole judge of its own best interests, the responses, and the resulting negotiated continuing services contract, if any.

### V. CONTINUING CONTRACT

The TOWN anticipates entering into continuing contracts with the Qualified Firms judged by the TOWN to be the most highly qualified to perform the requested services.

The selected Respondent is expected to execute the Town's standard Continuing Professional Services Agreement, in a form similar to the attached sample agreement and subject to final approval by the Town Attorney.

The TOWN's standard Continuing Professional Services Agreement is included as **Exhibit 9**.

### VI. ETHICS

With respect to submittals to this RFQ or any future transaction with the TOWN, if any Respondent or Selected Firm violates or is a party to a violation of the ethics ordinances or rules of the TOWN, or the provisions of Chapter 112, part III, Florida Statutes, the Code of Ethics for Public Officers and Employees, such Respondent or Selected Firm may be disqualified from furnishing the services for which the submittal or response is submitted



## Section 1 General Information

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and may be further disqualified from submitting any future submittals or responses for goods or services to TOWN.

### **VII. RESPONSIBLE VENDOR DETERMINATION**

Section 287.05701, Florida Statutes, prohibits the TOWN from requesting documentation of or considering a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Additionally, the TOWN may not give preference to a vendor based on the vendor's social, political, or ideological interests.

### **VIII. CAMPAIGN FINANCE RESTRICTIONS**

Vendors are required to comply with the TOWN's campaign finance restrictions pursuant to Section 20-25 of the Town Code of Ordinances. 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. Violations of the restrictions in Section 20-25 may result in penalties or disqualification.

*End of SECTION 1*

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## Section 2 – RFQ Requirements

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### 1. RFQ GENERAL INFORMATION

#### A. INCURRED EXPENSES

The TOWN is not responsible for any expenses that Respondents may incur preparing and submitting their response to this RFQ or for any expenses related to any presentation by Respondents, whether requested by the TOWN or otherwise.

#### B. INQUIRIES

Any and all questions or requests for information or clarification pertaining to his RFQ must be made in writing via email to the Town Clerk ([townclerk@lbts-fl.gov](mailto:townclerk@lbts-fl.gov)) by no later than 7 working days prior to the Submittal Deadline. Please mark the correspondence "RFQ No. 24-07-02 QUESTION". The TOWN will not respond to oral inquiries, written inquiries not submitted via email, or inquiries submitted via email after the deadline for inquiries. If inquiries are submitted after the deadline, the TOWN will respond indicating that the deadline for inquiries has expired.

The TOWN will respond to written inquiries that are submitted via email and are received at least 7 working days prior to the Submittal Deadline. The TOWN will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the TOWN will post the addenda to DemandStar and the Town's website. Although the TOWN will make an attempt to notify each prospective Respondent of any addendum or change in requirements or dates, it is the sole responsibility of a Respondent to remain informed as to any changes to the RFQ.

#### C. ADDENDUM, AMENDMENT, CHANGE IN DATES

At its sole discretion, the TOWN may postpone or reschedule any dates in the selection process or any term of the RFQ. If changes are made, the TOWN will issue an addendum (addenda) prior to the Submittal Deadline. It is the sole responsibility of a Respondent to remain informed as to any changes.

#### D. PRE-RESPONSE MEETING

A pre-response meeting is not scheduled or anticipated.

#### F. RESPONSE SUBMISSION

Respondents shall submit in a sealed, opaque package:

- one (1) original printed response;
- one (1) hard copy of the printed response; and,
- one (1) electronic copy of the response Via email to the Town Clerk at [Townclerk@lbts-fl.gov](mailto:Townclerk@lbts-fl.gov).

## Section 2 – RFQ Requirements

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The electronic copy of the response shall be in PDF or Microsoft Word file formats. Complex graphics, appendixes, and additional materials do not have to be submitted electronically.

Submissions shall be clearly marked on the outside as follows:

To: Town of Lauderdale-By-The-Sea  
RFQ No. 24-07-02  
Project: Town Engineering Services  
Submitted by: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

Responses shall be submitted electronically as well as in person or by mail prior to the Submittal Deadline. **ONE HARD COPY AND ONE ELECTRONIC COPY ARE REQUIRED IN ORDER TO BE CONSIDERED A VALID SUBMISSION**

The TOWN cautions Respondents to assure actual delivery of responses to the TOWN prior to the Submittal Deadline. Telephone confirmation of timely receipt of a response may be made by calling the Office of the Town Clerk (954-640-4200).

Submittals, additions, or changes after the Submittal Deadline will not be accepted and will be returned to the Respondent.

Respondents may withdraw their responses by notifying the TOWN in writing via email at any time prior to the opening. Responses, once opened, become property of the TOWN and will not be returned.

### G. PUBLIC RECORDS

Responses to this RFQ are public records and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the Respondent's responsibility to become familiar with these concepts and to specifically note any information in the response that they believe is confidential and/or exempt from public disclosure.

## 2. RESPONSE FORMAT & CONTENT

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the responses be organized in the manner specified herein.

**RESPONDENTS SHALL COMPLETE AND SUBMIT THE REQUIRED RFQ FORMS OR YOUR RESPONSE WILL BE DEEMED NON-RESPONSIVE.**

## Section 2 – RFQ Requirements

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The forms may be duplicated and most are available in WORD. Any erasures or corrections on the form must be made in ink and initialed by Respondent in ink. All information submitted by the Respondent shall be printed, typewritten or completed in ink. Responses shall be signed in ink.

All responses shall be submitted as specified in this RFQ. Any attachments shall be clearly identified. In order to be deemed responsive and considered for contract award, the response must fully respond to all parts of the RFQ.

Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the response. If publications are supplied by a responder to respond to a requirement, the response should include reference to the document number and page number. Responses lacking this reference may be considered to have no reference material included.

Respondents shall prepare their responses using the following format:

1. Title Page

The title page shall show the name of Respondent's agency/firm, address, telephone number, name of contact person, date, and the RFQ number.

2. Letter of Transmittal

This letter will summarize in one or two pages, the following information:

- a. List the professional services identified in this RFQ you are qualified and willing to perform.
- b. A statement that the business is licensed, permitted and/or certified to do business and practice a specific discipline, or is a design- build firm (as applicable) in the State of Florida and attach copies of all such licenses issued to the business entity.

- c. Identify any supplemental materials that have been included that might enhance the TOWN's understanding of the firm and its capabilities and experience in light of the qualification evaluation criteria.

- d. Identify the Authorized Representative.

The name of the person who is authorized to make representations for the Respondent during the evaluation phase, their title, email address, and telephone number.

- e. Identify the Contract Administrator.

The name of the person who will be the firm's contact during the term of the contract, their title, email address, and telephone number.

- f. Identify the Project Manager.

The name of the person who will be assigned as the primary contact with the TOWN, their title, email address, and telephone number. Provide the person's background, training, experience, qualifications and authority.

## Section 2 – RFQ Requirements

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- g. The official legally authorized to negotiate and execute a contract on behalf of the Respondent must sign the letter of transmittal.

3. Table of Contents

Include a clear identification of the submitted material by section and by page number.

4. Organization Profile, Qualifications and Experience (RFQ Form 1, Exhibit 1)

A. Complete Form 1 (**Exhibit 1**) and include it as the first page of this section.

B. Following Form 1, provide the following information in the order requested in the format of your choosing :

- Considerable relevant experience that demonstrates both the experience and capability of particular personnel who will actually perform the work.

Include the work that the firm has done within the past ten (10) years for other governmental entities. Describe the work performed, and the year and amount of time the firm was engaged. Provide contact information for each.

Note: If a firm has not been in existence for ten (10) years, or the personnel who are proposed to be assigned to the TOWN's contract have the requisite experience with another firm, list the work by both the firm and the personnel.

- Include documentation indicating that the firm or individual is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- A description of the individual responsible.
- The resumes and professional qualifications of the primary individual(s) who may work on the TOWN's projects.

5. References (RFQ Form 2, Exhibit 2)

Complete RFQ Form 2 (**Exhibit 2**) by providing at least four (4) clients or business references, with whom we may speak during the evaluation phase, which have utilized the services being proposed to the TOWN.

6. Insurance:

Include a statement that the Respondent commits to, and is able to, obtain and provide proof of insurance that meets the requirements specified in the standard Continuing Professional Services Agreement (**Exhibit 9**).

**NOTE: The following is NOT required when you submit your response.**

## Section 2 – RFQ Requirements

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*If deemed to be a Qualified Firm, Respondents shall provide a list of claims for the past five (5) years, including those presently outstanding against the firm.*

*This information shall be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.*

7. Continuing Professional Services Agreement  
Include a statement that the Respondent takes no exceptions to the TOWN's standard agreement (**Exhibit 9**) or in the alternative, clearly and prominently indicate what exceptions are taken and any proposed modifications to the TOWN's continuing services contract (**Exhibit 9**).

RESPONDENTS TAKING EXCEPTION ARE SOLELY RESPONSIBLE FOR THIS RISK. The TOWN is under no obligation to accept or consider any exceptions, or accept any Response with an exception. Respondents are reminded that they may submit one Response without exceptions and an alternate Proposal with exceptions.

8. Additional Forms.

**THE FOLLOWING ADDITIONAL FORMS SHALL BE EXECUTED AND SUBMITTED WITH YOUR RESPONSE TO BE DEEMED RESPONSIVE.**

|                               |                                                                                                   |
|-------------------------------|---------------------------------------------------------------------------------------------------|
| <b>EXHIBIT 1, RFQ FORM 1:</b> | <b>QUALIFICATIONS STATEMENT</b>                                                                   |
| <b>EXHIBIT 2, RFQ FORM 2:</b> | <b>REFERENCES</b>                                                                                 |
| <b>EXHIBIT 3, RFQ FORM 3:</b> | <b>RESPONDENT'S CERTIFICATION</b>                                                                 |
| <b>EXHIBIT 4, RFQ FORM 4:</b> | <b>SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME</b> |
| <b>EXHIBIT 5, RFQ FORM 5:</b> | <b>NO FINANCIAL INTEREST STATEMENT</b>                                                            |
| <b>EXHIBIT 5. RFQ FORM 6:</b> | <b>E-VERIFY AFFIDAVIT</b>                                                                         |
| <b>EXHIBIT 7, RFQ FORM 7:</b> | <b>NONCOERCIVE CONDUCT AFFIDAVIT</b>                                                              |
| <b>EXHIBIT 8, RFQ FORM 8:</b> | <b>SINGLE EXECUTION AFFIDAVITS</b>                                                                |

9. Compensation

The response **shall not** include rates or fees for any services. The Town Manager will negotiate fees that the TOWN determines to be fair, competitive and reasonable with the most qualified firms.

10. Representations and Warranties.

In submitting a response, Respondent warrants and represents that:

## Section 2 – RFQ Requirements

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- A. Respondent has given TOWN written notice of all conflicts, errors, ambiguities, or discrepancies that Respondent has discovered in this RFQ and any addenda thereto, and the written resolution thereof by the TOWN is acceptable to Respondent.
- B. The RFQ is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the response that is submitted.
- C. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the TOWN has any interest, financially or otherwise, in this RFQ or related contract.

*End of Section 2*

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**THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH YOUR RESPONSE  
TO BE DEEMED RESPONSIVE.**

## **RFQ FORM 1: QUALIFICATIONS STATEMENT**

Respondent: \_\_\_\_\_

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
  - a. The correct and full legal name of the Respondent is:
  - b. The business is a (Sole Proprietorship) (Partnership) (Corporation).
  - c. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail:
  - a. Number of employees;
  - b. Number of years your organization been in business; and,
  - c. The organization's specialty.
3. The contact information (address, telephone and email address) of the principal place of business:
4. The contact information (address, telephone and email address of the closest business location to TOWN if different than number 3:
5. Name and title of employees to be assigned to the Town contract, if awarded:
6. Company identification numbers for the Internal Revenue Service:
7. Broward County business tax receipt number, if applicable, and expiration date:
8. List the last three projects of this nature that the firm has completed. Please provide project description, reference and cost of work completed.
9. Have you ever failed to complete any work awarded to you? If so, where and why?

10. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this contract that are **in progress** as of the date of submission of this Response.

| Name of Project | Contract with: | Contract Amount | Estimated Completion Date | % of Completion to Date |
|-----------------|----------------|-----------------|---------------------------|-------------------------|
|                 |                |                 |                           |                         |
|                 |                |                 |                           |                         |
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|                 |                |                 |                           |                         |
|                 |                |                 |                           |                         |
|                 |                |                 |                           |                         |
|                 |                |                 |                           |                         |

(Continue list as necessary)

Provide the following information for any subcontractors you propose to engage if awarded a contract.

| Subcontractor Name | Contact Information | Work to be Performed |
|--------------------|---------------------|----------------------|
|                    |                     |                      |
|                    |                     |                      |
|                    |                     |                      |
|                    |                     |                      |

*The foregoing list of subcontractors may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.*

## RFQ Form 2: REFERENCES

Respondent: \_\_\_\_\_

**THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE  
TO BE DEEMED RESPONSIVE.**

Give contact information for at least four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFQ:

1. Name of Contact:  
Title of Contact: Email:  
Telephone Number:  
Project:
2. Name of Contact:  
Title of Contact: Email:  
Telephone Number:  
Project:
3. Name of Contact:  
Title of Contact: Email:  
Telephone Number:  
Project:
4. Name of Contact:  
Title of Contact: Email:  
Telephone Number:  
Project:

### RFQ FORM 3: RESPONDENT'S CERTIFICATION

Respondent: \_\_\_\_\_

***THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE  
TO BE DEEMED RESPONSIVE.***

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

I have carefully examined the Request for Qualifications referenced above ("RFQ") and any other documents accompanying or made a part of this RFQ.

I hereby propose to furnish the goods or services specified in the RFQ. I agree that my response will remain firm for a period of 150 days in order to allow the TOWN adequate time to evaluate the responses.

I certify that all information contained in this response, which includes the TOWN required RFQ forms A, B, C, D and E is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

Respondent hereby authorizes the TOWN, its staff or consultants, to contact any of the references provided in the response and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this response.

I further certify, under oath, that this response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response for the same product or service; no officer, employee or agent of the TOWN or any other proposer has a financial interest in said response; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters herein contained and was duly authorized to do so.

If this response is selected, I understand that I will be expected to execute the TOWN's standard Continuing Services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, nor any of

its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_  
Name of Business

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_

\_\_\_\_\_  
Mailing Address

**THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE  
TO BE DEEMED RESPONSIVE.**

**RFQ FORM 4: SWORN STATEMENT PURSUANT TO SECTION  
287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY  
CRIME**

**TO BE VALID, THIS FORM SHALL BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY  
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS**

1. This sworn statement is submitted to The Town Commission of the Town of Lauderdale-By-The-Sea,  
Florida by: \_\_\_\_\_

(print this individual's name and title)

for \_\_\_\_\_

(print name of entity submitting sworn statements)

Whose business address is: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

And, if applicable, whose Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the  
entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_ -  
\_\_\_\_ - \_\_\_\_.

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, means  
a violation of any state or federal law by a person with respect to and directly related to the transactions  
of business with any public entity or with an agency or political subdivision of any other state or with the  
United States including, but not limited to any bid or contract for goods or services to be provided to any  
public entity or any agency or political subdivision of any other state or of the United States and involving  
antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes  
means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in  
any federal or state trial court of record relating to charges brought by indictment or information after  
July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the  
entity and who has been convicted of a public entity crime. The term "affiliate" includes those  
officers, directors, executives, partners, shareholders, employees, members, and agents

who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

There has been a proceeding concerning the conviction before a hearing officer in the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS



LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature)

STATE OF FLORIDA  
COUNTY OF: \_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ who is Personally known to me\_\_ Or  
who produced identification \_\_\_\_\_  
(Type of Identification)

\_\_\_\_\_  
(Signature) Notary Public-State of Florida

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of notary public)

My commission expires \_\_\_\_\_ (SEAL)

***THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE  
TO BE DEEMED RESPONSIVE.***

## **RFQ FORM 5: NO FINANCIAL INTEREST STATEMENT**

The undersigned guarantees the truth and accuracy of this statement.

The Respondent recognizes and certifies that no elected official, board member, or employee of the Town of Lauderdale-By-The-Sea (the "Town") shall have a financial interest directly or indirectly in this RFQ, related contract, if any, or any compensation to be paid under or through these matters, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the TOWN, nor any spouse, parent or child of such employee or elected or appointed officer of the TOWN, may be a partner, officer, director or proprietor of Respondent, and further, that no such TOWN employee or elected or appointed officer shall be employed by the firm or receive any compensation from the firm for a period of at least twelve (12) months after leaving the employ or agency of the TOWN.

---

Name of Business

By:

---

Signature

---

Print Name and Title

---

Mailing Address

## RFQ FORM 6: E-VERIFY AFFIDAVIT

### E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, Lauderdale-By-The-Sea requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The respondent Firm must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By submitting a response to this RFQ and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.**

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Witness #2 Print Name:

\_\_\_\_\_  
Firm:

### ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or . online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
(name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_  
(name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
**Notary Public (Print, Stamp, or Type as Commissioned)**

\_\_\_\_\_  
Personally known to me; or

\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_  
Did take an oath; or

\_\_\_\_\_  
Did not take an oath

**RFQ FORM 7: Affidavit Attesting to Noncoercive Conduct**  
**Affidavit Attesting to Noncoercive Conduct for Labor or Services**

Nongovernment Entity name: \_\_\_\_\_ ("Vendor")

Vendor FEIN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email Address: \_\_\_\_\_

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

### Written Declaration

**Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.**

By:

Authorized Signature

Print \_\_\_\_\_ Name \_\_\_\_\_ and \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

## RFQ FORM 8: SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR CONSULTANT AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR CONSULTANT CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR CONSULTANT IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A STATEMENT OF QUALIFICATIONS/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

\_\_\_\_\_  
NAME OF RESPONDENT

By: \_\_\_\_\_  
INDIVIDUAL'S NAME AND TITLE

\_\_\_\_\_  
FEIN OF PROPOSING OR BIDDING ENTITY

Date: \_\_\_\_\_

### Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this Project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 29 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

\_\_\_\_\_  
Respondent Initials

**No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit**

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract. No portion of the sum herein proposed will be paid to any employees or elected officials of Lauderdale-By-The-Sea or its consultants as a commission, kickback, reward, or gift, either directly or indirectly, by Respondent or any member of Respondent's firm or any officer of the Respondent.

\_\_\_\_\_  
Respondent Initials

**Business Entity Affidavit**

Respondent hereby recognizes and certifies that no elected official, commission member, or employee of Lauderdale-By-The-Sea (the "Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town Commission members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Respondent or Consultant, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Consultant or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or Submittal is submitted and may be further disqualified from submitting any future bids or Submittals for goods or services to Town.

\_\_\_\_\_  
Respondent Initials

**Non-Collusion/Anti-Collusion Affidavit**

1. Respondent/Consultant has personal knowledge of the matters set forth in its Submittal/Bid and is fully informed respecting the preparation and contents of the attached Submittal/Bid and all pertinent circumstances respecting the Submittal/Bid;
2. The Submittal/Bid is genuine and is not a collusive or sham Submittal/Bid; and
3. Neither the Respondent/Consultant nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Consultant, firm, or person to submit a collusive or sham Submittal/Bid, or has in any manner, directly or indirectly, sought by agreement or

collusion or communication or conference with any other Respondent/Consultant, firm, or person to fix the price or prices in the attached Submittal/Bid or of any other Respondent/Consultant, or to fix any overhead, profit, or cost element of the Submittal/Bid price or the Submittal/Bid price of any other Respondent/Consultant, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Lauderdale-By-The-Sea or any person interested in the proposed Contract.

\_\_\_\_\_  
Respondent Initials

**Scrutinized Companies**

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFQ at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFQ is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFQ at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFQ. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

\_\_\_\_\_  
Respondent Initials

**Ownership Disclosure Affidavit**



1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

| Name | Address | Ownership (%) |
|------|---------|---------------|
|      |         |               |
|      |         |               |
|      |         |               |
|      |         |               |

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Town are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

| Name | Address |
|------|---------|
|      |         |
|      |         |
|      |         |
|      |         |

\_\_\_\_\_  
Respondent Initials

**Truth in Negotiation Certificate (if applicable)**

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for Projects and services that may be offered pursuant to this Request for Submittals and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, Project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Town, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with Lauderdale-By-The-Sea, Florida.

                      
Respondent Initials

**Prohibition on Contingent Fees**

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Request for Submittals and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with Lauderdale-By-The-Sea, Florida. Consultant understands that for the breach or violation of this provision, the Town shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

\_\_\_\_\_  
Respondent Initials

**Drug-Free Workplace Program**

IDENTICAL TIE SUBMITTALS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Submittals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

## RFQ FORMS

6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

---

Respondent Initials

### **Acknowledgment of Conformance with OSHA Standards**

Respondent acknowledges and agrees that we have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agrees to indemnify and hold harmless Lauderdale-By-The-Sea, against any and all liability, claims, damages losses and expenses they may incur due to our failure to comply with such act or regulation.

---

Respondent Initials

# Exhibit 9

to the RFQ

## CONTINUING PROFESSIONAL SERVICES AGREEMENT

# LAUDERDALE BY • THE • SEA



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## CONTINUING PROFESSIONAL SERVICES AGREEMENT

Between

TOWN OF LAUDERDALE-BY-THE-SEA

And

---

(CCNA)

**THIS CONTINUING PROFESSIONAL SERVICES AGREEMENT** (the “**Agreement**”) is made between the Town of Lauderdale-By-The-Sea, Florida, a Florida municipal corporation (the “**TOWN**”) and \_\_\_\_\_, a \_\_\_\_\_ corporation authorized to do business in the State of Florida, (the “**CONSULTANT**”).

**WHEREAS**, pursuant to Section 287.055, Florida Statutes, known as the Consultants’ Competitive Negotiation Act (“**CCNA**”), the TOWN issued RFQ No. \_\_\_\_\_ for Continuing Professional Services (the “**RFQ**”) and selected the **CONSULTANT** to provide professional \_\_\_\_\_ (fill in disciplines consultant was selected to provide) \_\_\_\_\_ services for the Town on an as needed basis; and

**WHEREAS**, the **CONSULTANT** is willing and able to perform such professional services for the TOWN within the basic terms and conditions set forth in this Agreement; and

**WHEREAS**, the purpose of this Continuing Services Agreement is not to authorize the **CONSULTANT** to perform a specific project, but to set forth certain terms and conditions that shall automatically be incorporated into subsequent Work Authorizations for specific projects.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and **CONSULTANT** agree as follows:

### **SECTION 1. RECITALS.**

The above recitals are true and correct and are incorporated herein.

### **SECTION 2. DEFINITIONS**

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning. Additional definitions provided for in the RFQ are also incorporated herein.

- 2.1 **Contract Documents** refers to this Agreement, the Request for Qualifications No. 24-07-01 (RFQ), attached hereto and incorporated herein as **Exhibit 1**, **CONSULTANT**’s response to the RFQ, opened \_\_\_\_\_, attached hereto and incorporated herein as **Exhibit**

2, all specifications, Certificate(s) of Insurance, Work Authorizations and all written amendments issued on or after the effective date of this Agreement.

In the event of conflict among the various components of the Contract Documents, the following shall govern in the following order: this Agreement, any written amendments thereto, the RFQ (**Exhibit 1**), CONSULTANT's Proposal (**Exhibit 2**), and Work Authorizations.

- 2.2 **Compensation** means the total amount paid by the TOWN for the CONSULTANT's professional services pursuant to an executed Work Authorization, exclusive of Reimbursable Expenses.
- 2.3 **Reimbursable Expenses** means the expenses directly attributable to the Work Authorization that are not Compensation in the Work Authorization, but that the TOWN agrees in writing will be costs the TOWN will reimburse to the CONSULTANT. Reimbursable Expenses may include, application and permit fees paid for securing approval of authorities having jurisdiction over the Work Authorization; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings and other documents specified the Work Authorization; travel expenses as provided in Paragraph 3.4 of this Agreement. Travel Expenses are not a reimbursed expense unless CONSULTANT has secured advance written authorization for such travel from the Town Manager.
- 2.4 **Subcontractor Fee** means the direct and actual cost of the subcontractor with no markup, as reflected by actual invoices of the subcontractor.
- 2.5 **Work Authorization** means the document issued by TOWN to a CONSULTANT authorizing a specific scope of services, the Compensation to be paid, the time frame to complete the work and other project specific details.

### **SECTION 3. WORK AUTHORIZATIONS;SCOPE OF SERVICES;COMPENSATION**

- 3.1 In accordance with the CCNA, the CONSULTANT shall provide professional services to the TOWN for projects that are specified in Work Authorizations that may be approved from time to time by either the Town Commission or Town Manager as authorized by this Section 3. The TOWN reserves the right to select one or more firms to perform any specific project.
- 3.2 When the need for services for a specific project occurs, the Town Manager may, in his or her sole discretion, enter into negotiations with the CONSULTANT for a Work Authorization under the terms and conditions of this Agreement. The TOWN shall initiate said negotiations by providing the CONSULTANT with a "Scope of Services Request," requesting from the CONSULTANT a proposal to provide such professional services. The CONSULTANT shall prepare a proposal that addresses those subjects specified in subsection 3.3 (a) through (f). The Town Manager or designated representative and CONSULTANT shall negotiate the terms of the Work Authorization in accordance with the provisions of this Section 3. Each Work Authorization shall be deemed to incorporate this Agreement by this reference.

- 3.3 The TOWN and CONSULTANT shall utilize the TOWN's standard Work Authorization document, a copy of which is attached as **Exhibit 3**, to set forth, among other things, the following:
- a. The Scope of Services;
  - b. The tasks to be performed, including any deliverables;
  - c. The schedule to perform various tasks identified and the completion date of the entire scope of services;
  - d. The amount of Compensation and the proposed payment schedule;
  - e. The name of the CONSULTANT'S Project Manager and any subcontractors assigned to the Work Authorization; and
  - f. Any other details necessary to accomplish the specific project.
- 3.4 Travel Expenses, whether within or outside of Broward County, and whether to the specific project or otherwise, are not a reimbursed expense unless CONSULTANT has secured advance written authorization for such travel from the Town Manager. All approved travel expenses will be reimbursed in accordance with the TOWN's adopted travel policy.
- 3.5 The Compensation for a Work Authorization may be a lump sum or based on hourly rates with a maximum amount of Compensation that may not be exceeded without additional approval from the TOWN.
- 3.6 If the Town Manager determines that the CONSULTANT's services for a particular project are needed on an hourly basis, in lieu of a lump sum Compensation package, the CONSULTANT shall charge the TOWN for professional services at the hourly rates set forth in **Exhibit \_\_**, which is attached and incorporated into this Agreement. The Work Authorization shall specify that the CONSULTANT's services shall be provided on an hourly basis with a maximum amount of Compensation that may not be exceeded without additional approval from the TOWN.
- 3.7 CONSULTANT will invoice the TOWN on a monthly basis for services rendered the previous month, or less frequently as the Work Authorization provides. The invoice shall identify work completed, by whom and the percentage of the Work Authorization completed. .

Within 10 days after receipt of the invoice, the Town shall notify CONSULTANT, in writing, of any discrepancies or disputed items on the invoice and indicate what corrective action on the part of the CONSULTANT is needed to make the invoice proper. The TOWN may request additional information, including but not limited to, all invoices, time records, expense records, accounting records and payment records of CONSULTANT. The TOWN shall pay the CONSULTANT the undisputed portion of the invoice within thirty (30) days of receipt of the invoice.

If a dispute arises concerning payment of an invoice, the Town Manager or designee shall commence proceedings to resolve the dispute within thirty (30) days after receipt of the invoice. The Town Manager shall make a final determination regarding any disputed portion of the invoice within forty-five (45) days of receipt of the invoice during which time the Town Manager or designee shall meet with the CONSULTANT to seek resolution of the disputed invoice.

- 3.8 The professional services to be rendered by the CONSULTANT shall commence within three days of the execution of the applicable Work Authorization unless provided otherwise in the Work Authorization. Performance of work by CONSULTANT prior to execution of a Work Authorization shall be at CONSULTANT's sole risk. Time is of the essence with regard to this Agreement and any Work Authorization issued hereunder.
- 3.9 The Town Manager is authorized to negotiate and execute a Work Authorization for projects in which the CONSULTANT'S services do not exceed \$20,000.00. Any services exceeding \$20,000.00 require Town Commission approval. Should the Town Commission formally increase the Town Manager's authority to execute Work Authorizations, this Agreement shall automatically be adjusted to reflect that higher authority level.
- 3.10 In the event that a Work Authorization for design is based on budgeted funds available for a project, the following shall apply: Should the lowest responsible, responsive proposal or bid submitted by a third party for construction of a project designed by CONSULTANT exceed the CONSULTANT's final written estimate of construction costs ("Final Estimate") by 10% or more, CONSULTANT, at no additional cost to the TOWN, shall provide value engineering and redesign as necessary to reduce construction costs to be within 10% of the Final Estimate.

#### **SECTION 4. TERM/TERMINATION**

- 4.1 **Term of Agreement.** This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of five years, until \_\_\_\_\_, unless terminated earlier pursuant to this Agreement.

At the TOWN's option, this Agreement may be renewed for two successive two-year renewal terms under the same terms and conditions if mutually agreeable to the parties.

- 4.2 **Termination For Convenience.** The TOWN shall have the right at any time to terminate this Agreement for any reason whatsoever or without reason, upon thirty (30) calendar days' written notice to CONSULTANT. If any such termination notice is provided by the TOWN, the CONSULTANT shall immediately cease work on any Work Authorizations issued under this Agreement upon receipt of the notice from the TOWN. In the event the TOWN terminates the Agreement as provided for herein through no fault of the CONSULTANT, the TOWN shall pay to the CONSULTANT for work completed pursuant to this Agreement to the satisfaction of the TOWN, its reasonable documented costs actually incurred as of the date of the termination notice. Under no circumstances shall the TOWN make payment of profit for services that have not been performed.

- 4.3 **Termination For Cause.** This Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Agreement or causes it to be terminated by the TOWN, the CONSULTANT shall indemnify and hold the TOWN harmless against any loss pertaining to such termination. In the event that the CONSULTANT is terminated by the TOWN for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 4.2 and the provisions of Section 4.2 shall apply.
- 4.4 **Non-Exclusive Agreement.** Notwithstanding the provisions of this Agreement, the Town Manager may issue requests for proposals at any time and may utilize the services of any other CONSULTANT retained by the TOWN under continuing services agreements for the same or similar services. Nothing in this Agreement shall be construed to give the CONSULTANT a right to perform services for a specific project.
- 4.5 **Town Right to Extend.** At the sole discretion of the Town Manager, this Agreement may be extended for a period of up to one hundred fifty (150) days beyond the specified expiration date in Section 4.1 if such extension is deemed by the Town Manager to be in the best interest of the Town. Extensions beyond one hundred fifty (150) days must be approved by the Town Commission.

## **SECTION 5. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES**

- 5.1 **Change Order Defined.** A Change Order shall mean a written order to the CONSULTANT executed by the TOWN and CONSULTANT, issued after execution of a Work Authorization, authorizing and directing a change in the Scope of Services or an adjustment in the Compensation or the completion time, or any combination thereof. A Work Authorization shall only be modified by an executed Change Order or the issuance of a new Work Authorization.
- 5.2 **Effect of Executed Change Order.** The execution of a Change Order by the TOWN and the CONSULTANT shall constitute conclusive evidence of the CONSULTANT and the TOWN's agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The CONSULTANT, by executing the Change Order, waives and forever releases any claim against the TOWN for additional time or Compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order. The CONSULTANT agrees that no claim for delay damages shall be asserted against the TOWN and hereby waives the right to assert any such claim.

## **SECTION 6. SURVIVAL OF PROVISIONS**

Any terms or conditions of either this Agreement or any subsequent Work Authorization that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

#### **SECTION 7. TOWN'S RESPONSIBILITIES**

- 7.1 TOWN shall assist CONSULTANT by providing CONSULTANT with available information that is pertinent to the Work Authorization as may be requested in writing by the CONSULTANT and allow reasonable access to pertinent information relating to the services to be performed by CONSULTANT.
- 7.2 TOWN shall provide CONSULTANT access to TOWN property as required for CONSULTANT to perform services under this Agreement or any Work Authorization.

#### **SECTION 8. ETHICS**

- 8.1 The applicable code of ethics from the state professional organization of the CONSULTANT's professional discipline shall be incorporated in this Agreement by this reference. For example, for engineers, the code of ethics of the Florida Engineering Society shall be incorporated in this Agreement by this reference. If there is not a code of ethics from the state professional organization, then the code of ethics from the national professional organization shall be incorporated.
- 8.2 CONSULTANT warrants and represents that its employees shall abide by the applicable provisions of the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes, and Broward County Code of Ethics (County Code Section 1-19), as they may be amended from time to time.
- 8.3 No officer or employee of the Town of Lauderdale-By-The-Sea, Florida, 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.
- 8.4 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. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.

#### **SECTION 9. POLICY OF NON-DISCRIMINATION/WAGES**

- 9.1 The CONSULTANT shall comply with all federal, state, and local laws and ordinances applicable to the work or services provided under this Agreement or any Work Authorization and shall not engage in or commit any discriminatory practice against any person based on race, color, religion, sex, sexual orientation, age, marital status, national origin, physical or mental disability, political affiliation or any other factor which cannot

be lawfully used as a basis for service delivery in the performance of work under this Agreement or a Work Authorization.

- 9.2 If a specific project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, CONSULTANT shall be required to comply with such provisions.

## **SECTION 10. OWNERSHIP OF DOCUMENTS/DELIVERABLES**

- 10.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the TOWN or furnished by the CONSULTANT pursuant to this Agreement and any Work Authorization shall become the property of the TOWN, whether the Work Authorization for which they are made is completed or not, and shall be delivered by CONSULTANT to the TOWN within 10 calendar days after written notice requesting delivery of such documents. In no event shall the CONSULTANT use, or permit to be used, any of the documents, without the TOWN'S prior written authorization.
- 10.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the CONSULTANT for a Work Authorization shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the TOWN.
- 10.3 All final plans and documents prepared by the CONSULTANT shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida and date approved and/or sealed.
- 10.4 All deliverables should be provided in hard copy format as well as electronic format to the TOWN. Drawings should be provided in CADD and PDF, spread sheets in Microsoft Excel, and written documentation in Microsoft Word. The date of submittal to the TOWN shall be deemed to be the later of delivery of hard copies or delivery of electronic copies as applicable.



## **SECTION 11. RECORDS/AUDITS**

- 11.1 CONSULTANT shall maintain and require subcontractors to maintain, complete and correct records, books, documents, papers and accounts pertaining to each Work Authorization and any work performed in connection with this Agreement. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the Town Manager or any authorized TOWN representative with reasonable notice and shall be kept for a period of five (5) years after the completion of each Work Authorization or such longer time as may be required by applicable law. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by, or reimbursement to, the TOWN of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the TOWN.
- 11.2 The CONSULTANT shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:
- (a) CONSULTANT agrees to keep and maintain public records in CONSULTANT's possession or control in connection with CONSULTANT's performance under this Agreement. CONSULTANT additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.
  - (b) Upon request from the TOWN's custodian of public records, CONSULTANT shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
  - (c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.
  - (d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONSULTANT shall be delivered by the CONSULTANT to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONSULTANT shall be delivered to the Town in a format that is compatible with the TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONSULTANT shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
  - (e) Any Compensation due to CONSULTANT shall be withheld until all records are received as provided herein.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4200, [townclerk@lauderdalebythesea-fl.gov](mailto:townclerk@lauderdalebythesea-fl.gov), or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.**

- 11.3 Refusal of the CONSULTANT to comply with the provisions of Sections 11.1 or 11.2 shall be grounds for immediate termination for cause by the TOWN of this Agreement or any Work Authorization.

#### **SECTION 12. NO CONTINGENT FEE**

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the CONSULTANT violates this provision, the TOWN shall have the right to terminate this Agreement or any Work Authorization, without liability, and at its sole discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

#### **SECTION 13. INDEPENDENT CONTRACTOR**

The CONSULTANT is an independent contractor under this Agreement and any Work Authorizations. Services provided by the CONSULTANT shall be by employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement or any Work Authorizations shall be those of the CONSULTANT.

#### **SECTION 14. ASSIGNMENT; AMENDMENTS**

- 14.1 This Agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the TOWN, which may be withheld in the TOWN's sole discretion.
- 14.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

## **SECTION 15. INDEMNIFICATION/HOLD HARMLESS**

- 15.1 The CONSULTANT shall indemnify and hold harmless the TOWN and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent such liabilities, damages, losses, or costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT or any persons employed or utilized by the CONSULTANT in the performance of this Agreement or any Work Authorization.
- 15.2 CONSULTANT acknowledges that specific consideration has been paid or will be paid under this Agreement and each Work Authorization for the above hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 16.
- 15.3 Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes. The provisions of this Section 15 shall survive termination of this Agreement.

## **SECTION 16. INSURANCE**

The CONSULTANT shall secure and maintain throughout the duration of this Agreement and any Work Authorization, insurance of such type and in such amounts necessary to protect its interest and the interest of the TOWN against hazards or risks of loss as specified below. The insurance coverage shall be primary insurance with respect to the CONSULTANT, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the CONSULTANT'S insurance and shall not contribute to the CONSULTANT'S insurance. The following minimum insurance coverage requirements shall apply on a per project basis:

- 16.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for Statutory Limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the CONSULTANT shall be allowed to provide services pursuant to this RFQ who is not covered by Worker's Compensation insurance.
- 16.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the TOWN and the CONSULTANT against claims for injuries to members of the public and/or damages to property of others arising from the CONSULTANT'S use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000 per occurrence

for Bodily Injury and Property Damage, Hired & Non-Owned Auto Liability. Defense Costs must be ‘outside the limits’ of liability.

- 16.3 **Comprehensive General Liability.** This insurance shall be written on a “per occurrence” basis only in comprehensive form and shall protect the TOWN and the CONSULTANT against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONSULTANT or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000 per occurrence combined single limit, or \$1,000,000 per occurrence/\$2,000,000 general aggregate for Bodily Injury and Property Damage and general aggregate for Products/Completed Operations. Comprehensive General Liability insurance shall include endorsements for property damage; personal injury, contractual liability; completed operations; products liability and independent contractors coverage. Defense Costs must be ‘outside the limits’ of liability.
- 16.4 **Professional Liability:** \$1,000,000 per incident. If coverage is written on a claims-made form, the retroactive date of coverage shall be no later than the inception date of the claims made coverage, unless the prior act policy was extended indefinitely to cover prior period acts. Provisions shall be made to provide coverage beyond the policy year, when necessary. Defense Costs must be ‘outside the limits’ of liability.

At the Town’s sole discretion, the requirement for professional liability insurance may be waived in certain limited circumstances based on the nature of a specific project.

- 16.5 **Certificate of Insurance:** Concurrent with the execution of this Agreement and prior to the execution of a Work Authorization, the CONSULTANT shall provide the TOWN an original Certificate of Insurance documenting compliance with each required insurance policy. The TOWN is to be specifically included as an Additional Insured for General Liability and Auto Liability of the CONSULTANT resulting from operations performed by or on behalf of TOWN in performance of this or any Work Authorization. The General Liability Additional Insured Endorsement MUST include ‘Completed Operations’ using the latest version of CG 20 37 04 13- Additional Insured-owners, lessees, or contractors-**Completed Operations** & CG 20 10 04 13 Additional Insured-owners, lessees or contractors-scheduled person or organization. Each Certificates of Insurance shall be endorsed with a provision that not less than thirty (30) calendar days’ written notice shall be provided to the TOWN before any policy or coverage is cancelled or restricted. CONSULTANT’s proposed insurance coverage is subject to approval of the Town Manager, in the Town Manager’s sole discretion.

CONSULTANT’S insurance, including that applicable to the TOWN as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the TOWN shall be in excess of and shall not contribute to CONSULTANT’S insurance. CONSULTANT’S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

- 16.6 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The CONSULTANT shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The Town Manager may require the CONSULTANT, as a condition of execution of a particular Work Authorization, to provide a bond or other monetary consideration to cover the CONTRACTORS' deductible for Professional Liability Insurance.
- 16.7 Insurance carriers providing the insurance required by this Agreement or any Work Authorization must be licensed in the State of Florida as evidenced by certificates of authority from the Department of Financial Services of the State of Florida, or have an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have and must maintain a rating of "A" or better according to the A.M. Best Company. If during the period when an insurer is providing insurance required by this Agreement an insurer shall fail to comply with the foregoing minimum requirements, the Town shall be notified in writing as soon as possible. The Contractor shall have 20 days to replace such insurance with an insurer who meets the acceptable insurance provider requirements as stated herein.
- 16.8 The TOWN reserves the right to change the insurance requirements depending upon the scope of work in a Work Authorization.

#### **SECTION 17. REPRESENTATIVE OF TOWN AND CONSULTANT**

- 17.1 **TOWN Representative.** It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager, or his/her designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.
- 17.2 **CONSULTANT Representative.** CONSULTANT shall inform the TOWN Representative, in writing, of the representative of the CONSULTANT to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

#### **SECTION 18. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL**

- 18.1 If either the TOWN or CONSULTANT is required to enforce the terms of this Agreement or any Work Authorization by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and attorney's fees in any state or federal administrative, circuit court and appellate court proceedings.
- 18.2 In the event of any litigation arising out of this Agreement or any Work Authorization, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

#### **SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

## **SECTION 20. CONSULTANT'S RESPONSIBILITIES**

- 20.1 Any and all drawings, plans, specifications, or other construction or contract documents prepared by the CONSULTANT shall be accurate, coordinated and adequate for construction, as applicable, and shall comply with all applicable TOWN Codes, county, state and federal laws, rules and regulations.
- 20.2 The CONSULTANT shall exercise the same degree of care, skill and diligence in the performance of the services for each Work Authorization as is ordinarily provided by a professional engineer, architect, landscape architect, surveyor or mapper, as applicable, under similar circumstances. If at any time during the term of any Work Authorization or the construction of a specific project for which the CONSULTANT has provided engineering, architectural landscape architectural, surveying or mapping services under a prior Work Authorization, it is determined that the CONSULTANT's documents are incorrect, defective or fail to conform to the Scope of Services of the particular Work Authorization, upon written notification from the TOWN, the CONSULTANT shall immediately proceed to correct the work, re-perform services that failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the TOWN for any other services and expenses made necessary thereby, save and except any costs and expenses which the TOWN would have otherwise paid absent the CONSULTANT's error or omission. The TOWN's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement or the Work Authorization, in equity or otherwise.
- 20.3 The CONSULTANT'S obligations under Paragraph 20.2 of this Agreement shall survive termination of this Agreement or Work Authorization.
- 20.4 CONSULTANT shall comply with all laws, ordinances, and governmental rules, regulations and order, now or at any time during the term of the Agreement, which are applicable to or which affect the work performed under this Agreement or any Work Authorization or any procedures of the CONSULTANT for such work.

## **SECTION 21. SUBCONTRACTORS**

- 21.1 In the event the CONSULTANT requires the services of any subcontractors or other professional associates in connection with services covered by any Work Authorization, the CONSULTANT must secure the prior written approval of the Town Manager.

- 21.2 Any subcontract with a subcontractor shall afford to the TOWN rights against the subcontractor which correspond to those rights afforded to the TOWN against the CONSULTANT herein, including but not limited to those rights of termination as set forth herein.
- 21.3 No reimbursement or payment shall be made to the CONSULTANT for any subcontractors that have not been previously approved by the TOWN for use by the CONSULTANT and CONSULTANT's solely responsible for use of unimproved subcontractors.
- 21.4 CONSULTANT shall provide the Town Manager with evidence of insurability consistent with the minimum insurance coverage requirements in Section 16 of this Agreement for all subcontractors proposed by CONSULTANT to perform services under this Agreement or any Work Authorization. The subcontractor's insurance shall list the TOWN as an Additional Insured for General Liability and Auto Liability of the subcontractor resulting from operations performed by or on behalf of TOWN in performance of this Agreement or any Work Authorization.

## **SECTION 22. NOTICES**

Whenever either party desires to give notice to the other, it must be given by email, hand delivery, or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of 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, to-wit:

### **FOR CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: (       )  
Email:

### **FOR TOWN:**

Town of Lauderdale-By-The-Sea  
Attention: Town Manager  
4501 N. Ocean Drive  
Lauderdale-By-The-Sea, Florida 33308  
Telephone: (954) 640-4200  
Email: Townmanager@lbts-fl.gov

With a copy to:

Town of Lauderdale-By-The-Sea  
Attention: Town Attorney  
4501 N. Ocean Drive  
Lauderdale-By-The-Sea, Florida 33308  
Telephone: (954)763-4242  
Email: Srevarthen@wsh-law.com

### **SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE**

Execution of this Agreement and any Work Authorization by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the Compensation of this Agreement, or any Work Authorization are accurate, complete, and current at the time of contracting. Each Work Authorization's Contract Prices and any additions shall be adjusted to exclude any significant sums by which the TOWN determines the Work Authorization Contract Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Work Authorization.

### **SECTION 24. DISPUTE RESOLUTION**

- 24.1 Any dispute concerning performance of this Agreement shall be decided by the TOWN, who shall reduce the decision to writing and serve a copy on the CONSULTANT. The decision shall be final and conclusive unless within 21 calendar days from the date of receipt, the CONSULTANT files with the TOWN a petition for an administrative hearing. The TOWN's decision on the petition shall be final, subject to the CONSULTANT's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the CONSULTANT's ability to pursue any other form of dispute resolution, including, but not limited to, litigation; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
- 24.2 Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Broward County, Florida.

### **SECTION 25. CONSENT TO JURISDICTION**

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement or any Work Authorization. Venue of any action to enforce this Agreement or any Work Authorization shall be in Broward County, Florida.



## **SECTION 26. GOVERNING LAW**

This Agreement and any Work Authorization shall be construed in accordance with and governed by the laws of the State of Florida.

## **SECTION 27. HEADINGS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

## **SECTION 28. EXHIBITS**

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

## **SECTION 29. SEVERABILITY**

If any provision of this Agreement or any Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

## **SECTION 30. COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

## **SECTION 31. SCRUTINIZED COMPANIES**

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

submitted a false certification; or if the CONSULTANT, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

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

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

## **SECTION 32. E-VERIFY**

In accordance with Section 448.095, Florida Statutes, the TOWN requires all contractors doing business with the TOWN to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The TOWN will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the CONSULTANT acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

*Revised 7-2024*

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties execute this Agreement on the respective dates under each signature: The TOWN , signing by and through its Town Manager, attested to by its Town Clerk, duly authorized to execute same and by CONSULTANT by and through its \_\_\_\_\_, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

**ATTEST:**

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

\_\_\_\_\_  
Katrina Adler  
Town Clerk

By: \_\_\_\_\_  
Linda Connors  
Town Manager

Date: \_\_\_\_\_

Approved as to form and legality  
for the use of and reliance by the  
Town only:

\_\_\_\_\_  
Susan L. Trevarthen  
Town Attorney

**CONSULTANT**

By: \_\_\_\_\_  
Name/Title

Date: \_\_\_\_\_

### E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, Lauderdale-By-The-Sea requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The respondent Firm must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By submitting a response to this RFQ and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.**

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Firm: \_\_\_\_\_

### ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
(name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_  
\_\_\_\_\_(name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
**Notary Public (Print, Stamp, or Type as Commissioned)**

\_\_\_\_\_  
Personally known to me; or

\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_  
Did take an oath; or

\_\_\_\_\_  
Did not take an oath



## Town Commission Agenda Item Report

**Meeting Date:** September 12, 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: Wild Berry Salon Anniversary Celebration 10.10.24

**Explanation:** Annie Berry (the "Applicant"), owner of Wild Berry Salon, located in the West Plaza District, has submitted a Special Event Application (**Exhibit 1**) for the Wild Berry Salon Anniversary Celebration (the "Event"). The Event is scheduled for Thursday, October 10, 2024.

The Event will take place in the Eagle Ray Plaza of the West Business District in front of Wild Berry Salon and Big Cat Bikes. The Event will be comprised of live music, complimentary wine and non-alcoholic beverages, as well as complimentary catering from Mickey's Downtowner.

| THURSDAY, OCTOBER 10, 2024 |          |
|----------------------------|----------|
| Set Up Begins:             | 11:00 AM |
| Event Start:               | 6:00 PM  |
| Event Ends:                | 10:00 PM |
| Cleanup Completed:         | 11:00 PM |

The Applicant anticipates 100 spectators on a flow throughout the evening, with approximately 10 staff and 4 volunteers.

The band is scheduled to play from 6:00 p.m. to 10:00 p.m. The band will be required to adhere to the Town's sound ordinance as outlined in Section 13-6 in the Code of Ordinances.

The Applicant is requesting the use of one (1) of the Town's power outlets to power the band equipment. As per Resolution 2017-41 (**Exhibit 2**), the Resolution stipulates the waiver of the \$25 electrical use fee for usage of one 20 amp outlet at event. The band will erect one (1) 10' x 10' canopy to play underneath. Taking into account feedback from previous years, Town is recommending sound from the band be angled West so as to lessen impact on the neighboring establishment.

The site map (**Exhibit 3**) portrays seven (7) low top tables with six (6) chairs each set throughout the breezeway, as well as seven (7) high top tables located in front of the Wild Berry and Big Cat store fronts. The Applicant understands that final site approval will require an inspection by the Fire Marshal.

No parking concessions have been requested or approved, so parking will operate according to Town standards.

Restrooms inside of Wild Berry Salon and Big Cat Bikes will be available to attendees during the Event.

As per Resolution 2017-41 (**Exhibit 2**), the special event fee for an application introduced by a West Commercial Business District establishment, submitted between 59 days and 30 days prior to the event, is \$50. As the application was submitted prior to the fee schedule approved at the August 27, 2024 Commission meeting, we are honoring the fee schedule that was in place at the time the application was submitted. The Applicant has paid this special event fee.

**Recommendation:** Staff recommends approval of the Special Event Application with the conditions outlined in the event permit (**Exhibit 3**).

**Exhibits:**

1. Special Event Application Wild Berry Anniv. 10.10.24
2. Wild Berry Anniv. Site Map 10.10.24
3. Resolution 2017-41
4. LBTS Permit Wild Berry Anniversary 10.10.24



### SPECIAL EVENT APPLICATION

We are thrilled you are interested in hosting your event with the  
Town of Lauderdale-By-The-Sea!

This application is for:

- Groups of 25 guests or more
- Any event being advertised to the general public

Special Event Applications are due at least **60 days** prior to your anticipated event date. A late fee will apply if submitted within the 60-day window.

Special Event Applications must go before the Commission for final approval. You will be notified when your application has been approved by staff and has been assigned to a commission meeting agenda. While not mandatory, attendance at your designated meeting is recommended.

This application can be found on our website at [www.lbts-fl.gov/town/docs.htm](http://www.lbts-fl.gov/town/docs.htm). We ask that you please complete the application and return to [events@lbts-fl.gov](mailto:events@lbts-fl.gov).

An application is considered complete when:

- All applicable sections of the application are completed.
- Detailed site map is included.
- Application fee of \$100 has been paid.

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

Please keep in mind – Turtle Nesting Season runs March 1<sup>st</sup> through October 31<sup>st</sup>. If any activities are to take place on the sand, the Event organizers shall ensure a minimum buffer of 10 feet is kept clear around any marked turtle nests, or any areas that appear to be a new nest. All activity is to stay away from active nests. No holes are to be dug in the sand west of the high tide line.

For any questions, please reach out to the Events & Marketing Manager.

We look forward to assisting you!

Katie Anderson  
Events & Marketing Manager  
[katiea@lbts-fl.gov](mailto:katiea@lbts-fl.gov) • 954-640-4209



## SPECIAL EVENT APPLICATION

### EVENT DETAILS

Name of Event: \_\_\_\_\_

New Event: \_\_\_\_\_ Returning Event: ☒

Day(s) + Date(s) of Event: 1 day October 10th 2024 6pm-10pm

Proposed Location of Event: Sting Ray Plaza west end of Pl azabreezeway at  
Big Cat Electric Bikes to The Wild Berry Salon

How many total people do you anticipate onsite at any peak time?

Participants: 10 Spectators: 100 Volunteers: 4

| ACTIVITY              | DAY         | TIME       |
|-----------------------|-------------|------------|
| Start of Setup:       | Oct 10 2024 | 11am       |
| Start Time of Event:  | Oct 10 2024 | 6 pm       |
| EVENT                 | Oct 10 2024 | 6pm -10 pm |
| End Time of Event:    | Oct 10 2024 | 10pm       |
| Cleanup Completed By: | Oct 10 2024 | 11pm       |

### HOST OR SPONSORING ORGANIZATION

Name: Annie Berry

Address: 262 Commercial Blvd #B Lauderdale by the Sea Florid 33308

Is applicant a non-profit organization (501 (c) (3)? ☐ YES ☒ NO



**PERSON SUBMITTING APPLICATION ("Responsible Party")**

Xx

**Name:** Anna Berry

**Address:** 262 Commercial Blvd Lauderdale by the Sea Florida 33308

**Phone:** 954-552-2458 **Email:** annie@thewildberrysalon.com

**ON-SITE EVENT REPRESENTATIVE**

☒ Same as above

**Name:**

**Address:**

**Phone:** **Email:**

**REQUEST FOR TOWN INVOLVEMENT**

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

**If yes, please describe:**

**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 immediate termination of the source of the noise and potentially the event.

**Do you plan to use amplified sound?**

☒ Proposed amplified sound / speaker system

☒ Proposed live music

☐ Planned recorded music

☒ Do you require electrical connections for any of the above?

If yes, which? one The One by the opening of Breeze way

### 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 or canopies larger than 120 sq. feet, multiple canopies without separation, and stages require a building permit. The use of tents or larger canopies requires approval of the Fire Marshal and are required to have building permits obtained via the LBTS building department prior to the event.

Manufacturer's labels are required to be attached to tents and canopies.

Rental agencies shall provide documentation of the flame spread labeling of 25 or less submitted with the 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 your site map. Please list sizes and numbers of each:**

# Tents: 1  
# Canopies: 0  
# Stages: 0  
# Bleachers: 0  
Size & Load Max: \_\_\_\_\_

### UTILITIES

All utilities requirements shall be approved by the Director of Development Services and the Fire Marshal prior to application submission to the Town Commission. Depending on location of the event, electric and/or water may be available from the Town for a fee.

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.

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

\_\_\_\_\_ YES    X \_\_\_\_\_ 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 vendor name providing the equipment.**

\_\_\_\_\_ Electrical Power: \_\_\_\_\_

\_\_\_\_\_ Water: \_\_\_\_\_

\_\_\_\_\_ Gas, Propane, BBQ Grills, Generators: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Fuel Storage: \_\_\_\_\_

### SIGNAGE

All signage should be included in the application. Information about signage shall include location, colors, size, and number of signs. Indicate signs to be placed in any right of way that directs traffic to the event. Signage is subject to approval and shall not be installed without permission.

**Are you requesting permission to erect signage for this event?**

\_\_\_\_ YES    ☒ NO

**If yes, please describe:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### RESTROOMS

Permit holder is required to obtain written approval from Town establishment if said establishment is allowing participants to use their restroom facilities.

**Number of additional Town restrooms being provided:** \_\_\_\_\_

(Please include on site plan)

0

### TRAFFIC CONTROL / STREET CLOSURES

Street closures may be required at the Permit Holder's expense.

**Are you requesting that any public streets be closed for the event?**

\_\_\_\_ YES    ☒ NO

**If yes, please indicate the streets and times the closure is being requested:**

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_ YES    ☒ NO

**If yes, please indicate which and how many spaces are being requested:**

All parking fees are to be paid at least 30 days prior to the event.

\_\_\_\_\_

\_\_\_\_\_

## VEHICLES

Are you requesting permission to drive or park on Town grounds?

☐ YES ☒ NO

If yes, please indicate the type(s) of vehicles, locations, and times that are being requested:

---

---

Permit Holder shall be responsible for any damage to Town property.

## OFF DUTY POLICE / CODE COMPLIANCE OFFICERS

Off duty police are required, at the Permit Holder's expense, for street closures, events with alcohol or large crowds, as determined by the Broward Sheriff's Office. Large events may require a Code Compliance officer to ensure compliance with Town's 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

## ALCOHOL

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

Are you planning on selling alcoholic beverages at the event?

Please note beverage stations on site map.

☐ YES ☒ NO

I will provide a Liquor License to give away  
Beer and Wine Same as in previous years,

If yes, has a liquor permit been obtained by the State of Florida?

☐ YES ☐ NO

Contact information for all license holders who will be providing alcohol:

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## FEES

Are there any fees or donations that will be collected on site from participants or spectators?

☐ YES ☒ NO

If yes, please describe: \_\_\_\_\_

## CONCESSIONS

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

If yes, has the Florida Health Department approved the food vending site plans?

☐ YES ☒ NO

Is the food provided by a nonprofit organization? ☐ YES ☒ NO

Is the food: ☒ Free of charge? ☐ For sale?

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

Please list the type(s) of food that will be served: Catering from Mickeys Downtowner

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

- |                                              |                                        |                                       |
|----------------------------------------------|----------------------------------------|---------------------------------------|
| <input type="checkbox"/> Charcoal Grills     | <input type="checkbox"/> Fryers        | <input type="checkbox"/> Open Fires   |
| <input type="checkbox"/> Propane Grills      | <input type="checkbox"/> Smokers       | <input type="checkbox"/> Hoods        |
| <input type="checkbox"/> Concession Trailers | <input type="checkbox"/> Warmers       | <input type="checkbox"/> LP Tanks     |
| <input checked="" type="checkbox"/> Sterno   | <input type="checkbox"/> Refrigerators | <input type="checkbox"/> Other: _____ |

## SALE OF MERCHANDISE

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

☐ YES ☒ NO

If yes, please describe: \_\_\_\_\_

\_\_\_\_\_

### ANIMALS

Any exhibition or similar undertaking in which animals are required to participate in performance 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 describe: \_\_\_\_\_

\_\_\_\_\_

### FIREWORKS

Fireworks require a separate approval process and application.

Are you requesting approval to discharge fireworks at the event?

☐ YES ☒ NO

### RIDES

Rides or other amusement may require a State of Florida inspection. Copies of contracts with any providers of rides, mechanical devices, and amusements shall be submitted to the Town at least 30 days prior to the event.

Are rides included in your event? ☐ YES ☒ NO

(i.e. mechanical, electrical, inflatable, bounce houses, slides, etc.)

If yes, please describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### VENDORS

A list of all vendors with the company name is required for initial approval and a final list is required at least 30 days prior to event and subject to approval (please add on a separate page).

### FIRE WATCH / EMS ONSITE

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

I understand that Fire Watch or EMS Services may be required at the Event's expense

Initial: AB

## NO BALLOONS RELEASED

When balloons are released over the ocean, they become a major source of pollution and significantly increase the mortality rate among sea turtles, birds, and other marine life. To help reduce the threats caused by balloons, I agree that there will be no balloons at this event and that I have been informed that the release of balloons is illegal under Florida Statute 379.233. Failure to abide by this requirement will result in the cancellation of the current event and denial of future special event permits.

I agree no balloons will be released.

Initial: AB

## INSURANCE

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

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

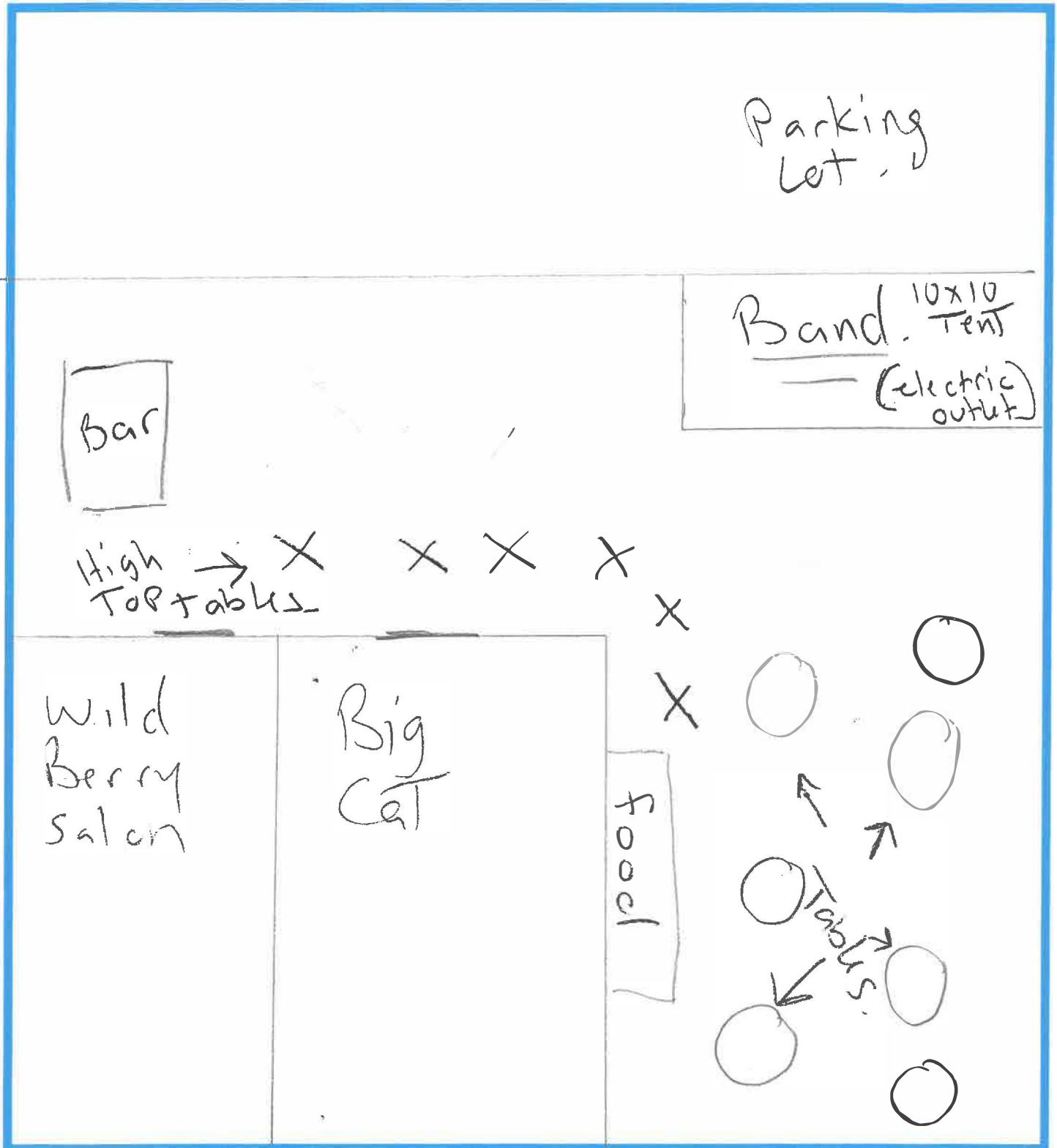
Certificate of Liability Insurance naming the Town as additional insured is required from all Event businesses, promoters, and other related event planners.

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 to the Town at least 30 days prior to the event date.

Oct 10, 2024 6pm 10pm

**DETAILED SITE PLAN**

A detailed map of the event site identifying locations of each of the items mentioned in the above application must be drawn or attached here with your application submission.





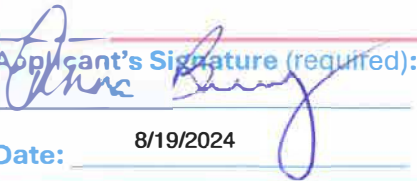
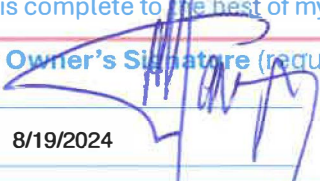
## PERMISSION OF THE PROPERTY OWNER

### Applicant's and Property Owners 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.

| <b>Applicant</b>                                                                                                                                                                                                       | <b>Property Owner</b>                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.                                                                 | I give the applicant permission to use my/our property for the proposed special event and I understand the Town's requirements to hold a special event and the information given by the applicant is complete to the best of my knowledge. |
| <b>Applicant's Signature (required):</b><br>                                                                                          | <b>Property Owner's Signature (required):</b><br>                                                                                                        |
| <b>Date:</b> 8/19/2024                                                                                                                                                                                                 | <b>Date:</b> 8/19/2024                                                                                                                                                                                                                     |
| <b>Applicant (Print information below)</b>                                                                                                                                                                             | <b>Property Owner (Print information below)</b>                                                                                                                                                                                            |
| <b>Name:</b> Anna Berry                                                                                                                                                                                                | <b>Name:</b> Eric Maugee                                                                                                                                                                                                                   |
| <b>Title:</b> Owner                                                                                                                                                                                                    | <b>Title:</b> Owner                                                                                                                                                                                                                        |
| <b>Organization:</b> Jamin Jam LLC DBA The Wild Berry Salon                                                                                                                                                            | <b>Organization:</b> Florida Purchasing Agency Inc.                                                                                                                                                                                        |
| <b>Telephone:</b> 954-552-2458                                                                                                                                                                                         | <b>Telephone:</b> 954-471-0349                                                                                                                                                                                                             |
| <b>Email:</b> annie@thewildberrysalon.com                                                                                                                                                                              | <b>Email:</b>                                                                                                                                                                                                                              |
| <b>STATE OF FLORIDA:</b>                                                                                                                                                                                               | <b>STATE OF FLORIDA:</b>                                                                                                                                                                                                                   |
| <b>COUNTY OF BROWARD:</b>                                                                                                                                                                                              | <b>COUNTY OF BROWARD:</b>                                                                                                                                                                                                                  |
| SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by <u>ANNA BERRY</u> who is personally known to me / provided <u>DRIVERS LICENSE</u> as identification and who did / did not take an oath. | SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by <u>ERIC MAUGEE</u> who is personally known to me / provided <u>DRIVERS LICENSE</u> as identification and who did / did not take an oath.                    |
| <b>My Commission Expires:</b> 1/24/27                                                                                                                                                                                  | <b>My Commission Expires:</b> 1/24/27                                                                                                                                                                                                      |
| <br><b>Notary Public, State of Florida</b>                                                                                          | <br><b>Notary Public, State of Florida</b>                                                                                                             |



Jeff Berrigan  
Comm.: HH 353234  
Expires: January 24, 2027  
Notary Public - State of Florida



Jeff Berrigan  
Comm.: HH 353234  
Expires: January 24, 2027  
Notary Public - State of Florida

APPLICANT'S CERTIFICATION

By signing this event application, the petitioner agrees to all terms, conditions, and indemnifications 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 for park use and the information provided in this application is complete to the best of my knowledge.

*Anna Berry*

Applicant's Signature

8/19/2024

Date

Anna Berry

Applicant's Printed Name

954-552-2458

Telephone



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                            |                        |
|---------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| <b>PRODUCER</b><br>East Main Street Insurance Services, Inc.<br>Will Maddux<br>PO Box 1298<br>Grass Valley CA 95945 | <b>CONTACT NAME:</b> Will Maddux<br><b>PHONE (A/C No. Ext):</b> (530) 477-6521<br><b>E-MAIL ADDRESS:</b> info@theeventhelper.com<br><b>FAX (A/C No.):</b><br><b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Evanston Insurance Company<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> | <b>NAIC #</b><br>35378 |
| <b>INSURED</b><br>Jamin Jam, LLC<br>c/o Anna Berry<br>6050 NW 4th Ave<br>Boca Raton FL 33487                        |                                                                                                                                                                                                                                                                                                                                                            |                        |

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

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                       | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                 |                                     |              |  |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|-------------------------|-------------------------|------------------------|-------------------------------------|--------------|--|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Host Liquor Liability<br><input type="checkbox"/> Retail Liquor Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y                  | N             | 3DS5475-M3405093        | 10/10/2024<br>12:01 AM  | 10/11/2024<br>12:01 AM | EACH OCCURRENCE                     | \$ 1,000,000 |  |
|          | DAMAGE TO RENTED PREMISES (other than fire)                                                                                                                                                                                                                                                                                                                                                                                             |                    |               |                         |                         |                        | \$ 1,000,000                        |              |  |
|          | MED EXP (Any one person)                                                                                                                                                                                                                                                                                                                                                                                                                |                    |               |                         |                         |                        | \$ 5,000                            |              |  |
|          | PERSONAL & ADV INJURY                                                                                                                                                                                                                                                                                                                                                                                                                   |                    |               |                         |                         |                        | \$ 1,000,000                        |              |  |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NONOWNED AUTOS ONLY                                                                                                                                                                                  |                    |               |                         |                         |                        | COMBINED SINGLE LIMIT (Ea accident) | \$           |  |
|          | <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br>DED RETENTION \$                                                                                                                                                                                                                                                                                                                                                        |                    |               |                         |                         |                        | BODILY INJURY (Per person)          | \$           |  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                                                           |                    |               |                         |                         |                        | BODILY INJURY (Per accident)        | \$           |  |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |               |                         |                         |                        | PROPERTY DAMAGE (Per accident)      | \$           |  |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |               |                         |                         |                        |                                     | \$           |  |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |               |                         |                         |                        | EACH OCCURRENCE                     | \$           |  |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |               |                         |                         |                        | AGGREGATE                           | \$           |  |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |               |                         |                         |                        |                                     | \$           |  |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |               |                         |                         |                        | PER STATUTE                         | OTH-ER       |  |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |               |                         |                         |                        | E.L. EACH ACCIDENT                  | \$           |  |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |               |                         |                         |                        | E.L. DISEASE - EA EMPLOYEE          | \$           |  |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |               |                         |                         |                        | E.L. DISEASE - POLICY LIMIT         | \$           |  |

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

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 100, Event Type: Anniversary Party- No Charge for Admission / Invite Only.

**CERTIFICATE HOLDER****CANCELLATION**

The Town of Lauderdale by the Sea  
4501 N OCEAN DR  
LAUDERDALE BY THE SEA FL 33308

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

The Town of Lauderdale by the Sea  
4501 N OCEAN DR  
LAUDERDALE BY THE SEA, FL 33308

**A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph **1.** or **2.** of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

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

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                        | ADDL INSD                           | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                             |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------|----------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | <input checked="" type="checkbox"/> |          | HIUS3526434XB3 | 05/01/2024              | 05/01/2025              | EACH OCCURRENCE \$2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$2,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000 |
|          | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                      |                                     |          |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)                                                                                                |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION                                                                                                                    |                                     |          |                |                         |                         | EACH OCCURRENCE<br>AGGREGATE                                                                                                                                                                                                       |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE <input type="checkbox"/> Y/N<br>OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                      |                                     |          |                |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT                                                                            |
|          | PROFESSIONAL LIABILITY                                                                                                                                                                                                                                                                                                                   |                                     |          |                |                         |                         | EACH CLAIM<br>AGGREGATE                                                                                                                                                                                                            |

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

BUSINESS PERSONAL PROPERTY: \$10,000

Certificate holder is included as an additional insured on the General Liability policy per written contract.

## CERTIFICATE HOLDER

The Town of Lauderdale By The Sea,  
4501 Ocean Dr,  
Lauderdale By The Sea, FL 33308

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

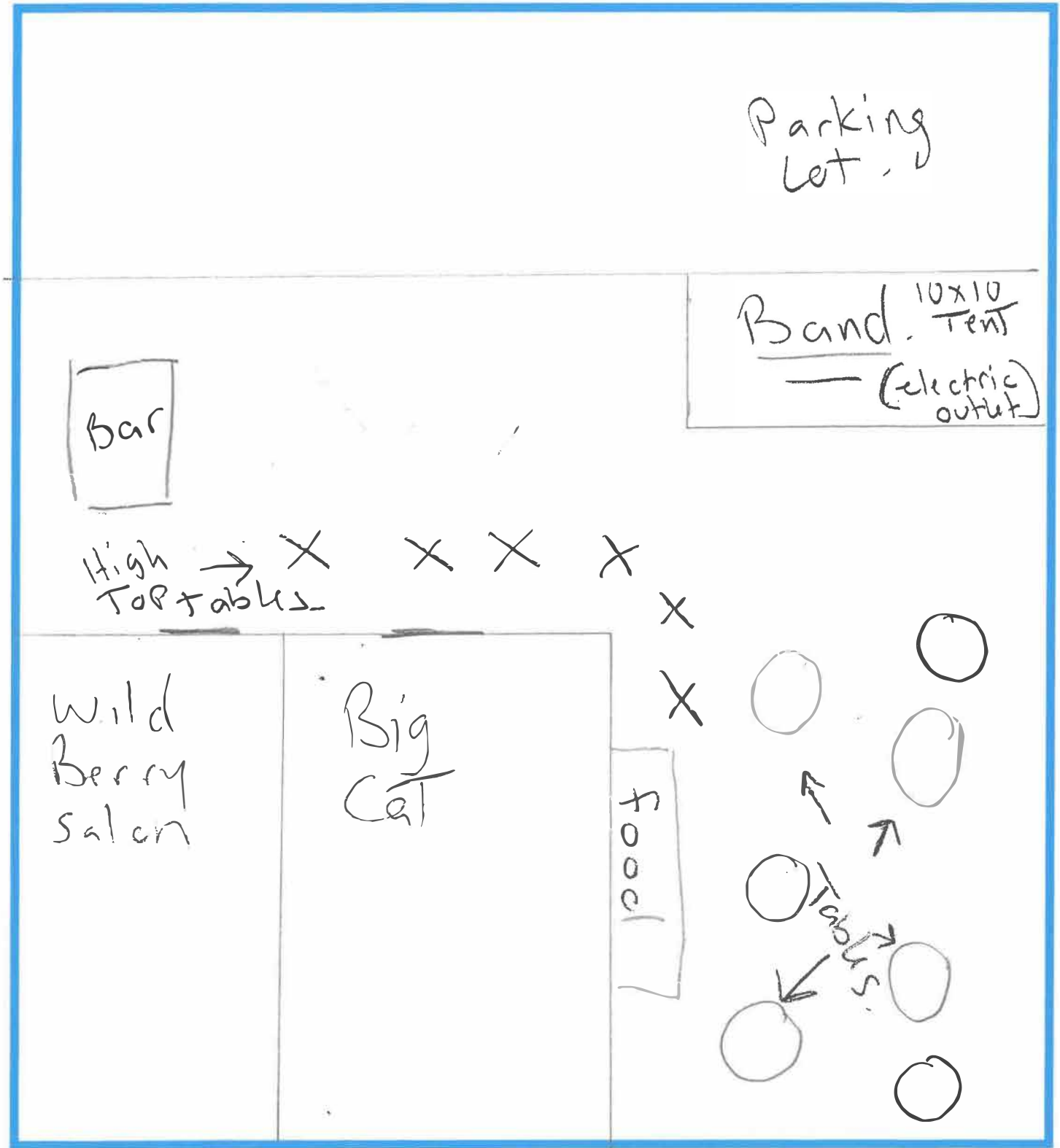
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Oct 10, 2024 6pm 10pm

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

**DETAILED SITE PLAN**

A detailed map of the event site identifying locations of each of the items mentioned in the above application must be drawn or attached here with your application submission.



**RESOLUTION 2017-41**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**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.

<sup>1</sup> 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:<br>No reserved area<br>Reservation of a specific area.                                                                                                                                                                                                          | No permit required<br>\$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                                                                                             | <b>Special Event Application Fee</b><br>See also use fees.<br><br><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><br>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-<br>(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<br>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<br>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 | <b>Special Event Application Fee for West Commercial Business District</b><br>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:<br>1. Less than 75 people at any time<br>2. Located along Commercial Boulevard from Seagrape to West Tradewinds<br>The \$25 electrical use fee will be waived for usage of one 20 amp outlet at event<br>Application filed within 30 days of an event will not be accepted. |                                                                                           |
|     | 1. Submitted at least 60 days in advance of the proposed event date                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$20                                                                                      |
|     | 2. Submitted between 59 days and 30 days prior to the event PLUS any costs related to special processing of the processing of the application.                                                                                                                                                                                                                                                                                                                                                                                                 | \$50<br>Plus costs, not to exceed \$1,500.                                                |
|     | 3. A recurring event within a 12 month period (for example, once a week or once a month).                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$15 per event day                                                                        |
|     | 4. An event that has been advertised prior to Commission approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$250 in additional to the application fee                                                |
|     | 5. Events that charges admission or registration or sell commercial products or services                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Set by the Town Manager based on purpose, number of attendees, and impact on the area.    |

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

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#### 4. Chapter 17 - Jarvis Hall

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

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

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

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

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

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

*Potential use on holidays.*

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

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

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

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

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

|     |                                                                                                  |                                                                                                                                                                                                                                                                                                                                                |
|-----|--------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.1 | <b>Advanced Advertising.</b> An event that was advertised prior to receiving Commission approval | \$500 plus the application fee and use fee(s).                                                                                                                                                                                                                                                                                                 |
| 5.2 | <b>Plaza Event Application Fee</b><br>(does not include Use Fee(s))                              | \$100 if filed at least 60 days in advance of the proposed event date.<br><br>\$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.

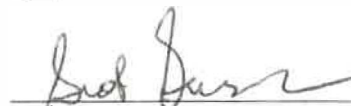
|     |                                                                                                                   |                         |
|-----|-------------------------------------------------------------------------------------------------------------------|-------------------------|
| 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 24<sup>th</sup> day of October 2017.

  
Mayor Scot Sasser

89 Attest:

APPROVED AS TO FORM:

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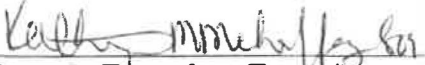
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Town Clerk, Tedra Allen

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95 (CORPORATE SEAL)

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





## Town of Lauderdale-By-The-Sea Special Event Permit

### PERMIT HOLDER INFORMATION

|                          |                           |                        |                             |
|--------------------------|---------------------------|------------------------|-----------------------------|
| <b>NAME/ORGANIZATION</b> | Wild Berry Salon          | <b>REPRESENTATIVE</b>  | Annie Berry                 |
| <b>STREET ADDRESS</b>    | 262 E. Commercial Blvd. B | <b>CITY, STATE ZIP</b> | LBTS, FL 33308              |
| <b>PHONE NUMBER(S)</b>   | 954-552-2458 A Berry      | <b>FAX # • EMAIL</b>   | annie@thewildberrysalon.com |

### DATE AND LOCATION OF EVENT

|                             |                    |                                     |                                                     |
|-----------------------------|--------------------|-------------------------------------|-----------------------------------------------------|
| <b>TYPE OF EVENT</b>        | Anniversary Party  | <b>DATE(S) OF EVENT</b>             | Thursday, October 10, 2024                          |
| <b>HOUR(S) OF OPERATION</b> | 6:00 PM – 10:00 PM | <b>ADDRESS OR LOCATION OF EVENT</b> | 262 E. Commercial Blvd. A & B Walkway and Breezeway |

### DESCRIPTION OF EVENT (TEMPORARY STRUCTURES, SIGNAGE, BANNERS, BALLOONS, ETC. - LOCATION, COLORS, SIZE AND NUMBER)

Anniversary party with six high top tables along the walkway and 7 tables in the breezeway; catering tables and beverage areas as noted on the site plan (attached).

|                    |            |
|--------------------|------------|
| Start of Set Up    | 11:00 a.m. |
| Event Begins       | 6:00 p.m.  |
| Event Ends         | 10:00 p.m. |
| Clean Up Completed | 11:00 p.m. |

### SPECIAL CONDITIONS

**The Special Event was approved at the September 12, 2024 Commission meeting based on the following conditions:**

1. The Police Chief will:
  - a. Specify the number of BSO detail officers needed for traffic and crowd control; and
  - b. Arrange for the number of BSO deputies required to work on public property for crowd and traffic control. The Permit Holder will reimburse the Town for this expense.
2. Permit Holder will direct the attendees to the Permit Holders' restrooms.
3. Permit Holders will arrange for an inspection from Fire Marshal at least one hour prior to EVENT to ensure that it is organized in a safe manner to protect attendees.
4. Parking will operate according to normal parking regulations.
5. Permit Holders may use one power box at base of tree is needed for the event.
6. Tables, chairs, stage, equipment, etc., will not interfere with pedestrian walkways, ingress, or egress.
7. Permit Holders shall keep the sidewalks next to the event site and within the event site open and clear for pedestrian traffic.

8. The event shall not use any portion of the walkway east of the breezeway.
9. Setup of the event will start no earlier than 11:00 a.m. and the area will be cleaned and opened by 11:00 p.m.
10. All noise will end promptly at 10:00pm. Noise from the event site shall not exceed 85 dba or 85 dbc otherwise shall meet the requirements of Section 13-6 "Noise Limitations."
11. Permit Holders shall provide one 4A/10BC fire extinguisher near the food preparation as requested by the Fire Marshal.
12. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
13. During the Event, as needed, and at the end of the Event, the Permit Holders shall empty all the waste receptacles and recycling bins and pick up litter within the event site and 100 feet of the site and appropriately disposal of all refuse.
14. Clean-up fee starting at \$150 will be charged if area is not cleaned to Town standards.
15. Permit Holders shall provide written notice to all properties within a one-block of the event by September 16, 2024. The Town shall approve the notice and distribution area will be approved prior to distribution.
17. Any proposed revisions to the Site Plan must be presented to Town staff for approval at least 48 hours in advance of the Event.
18. Any inspections or work to support the event required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
19. The Event shall provide a Certificate of Liability Insurance prior to permitting that meets all insurance requirements of Chapter 17, 17-9, which may be modified by action of the Town Commission for a specific event:
  - a. The Permit Holders shall provide a Certificate of Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty (30) days written notice required for cancellation.
  - b. At least thirty (30) days prior to the first event, Permit Holders shall provide a Certificate of Liquor Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage, which provides coverage for each event authorized by this permit. The Certificate shall specify that the Town will be given at least thirty (30) days written notice of any cancellation.
  - c. No required policy shall have a deductible or self-insurance retention greater than \$15,000.
  - d. All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance will provide for the

Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any event, the Permit Holders will be held responsible for providing the Town notice of any change in insurance coverage. The Town will be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement will be issued as part of any required policies. The Permit Holders will provide an original certificate of insurance as evidence of continued coverage prior to any annual renewal of the permit. Failure to comply with these requirements will justify a denial, suspension or revocation of the requested approval by the Town Manager or designee. In the event that control of any applicable event or activity, by contract or other arrangement, becomes the responsibility of a party other than Applicant (the "Sub-Applicant"), the Sub-Applicant shall be required to meet the insurance and indemnification requirements of this Section under which Applicant is applying, as if they were the Applicant and will be held responsible for compliance with the Town Code as if the Sub-Applicant were the Applicant.

21. In the event that insurance certificates, licenses, and other material requirements are not provided by the required dates, the approval for this Event will expire unless the Town Manager finds there are extenuating circumstances that the event sponsors have cured or can immediately cure without compromising the health, welfare, and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the Event without increasing the administration costs of the Town.
22. Permit Holders shall owe no monies to the Town prior to or at the time of the Event. There will be no outstanding fines, moneys, fees, licenses, permits, taxes, or other charges owed to the Town by the current or past property owners or operators requesting the special event permit. A special event permit will not be issued until all outstanding debts to the Town are paid in full.
23. Permission for this Event may be suspended or modified by the Commission, Town Manager, or designated Staff.
24. The Town Manager may suspend permission for this Event due to construction activities, failure of Applicant to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.
25. Upon showing by Applicant of a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special events.
26. The onsite Town representative may terminate the Event due to Applicant not complying with the terms and conditions of the Town's event permit, for health or safety issues, and for issues such as but not limited to, crowds that exceed the capacity of the event site.

## DOCUMENTS AND PERMITS REQUIRED

Insurance has been received; Application fee \$50 pending.

Signature:

Katie Anderson, Events & Marketing Manager

Date:

Signature:

Courtney Easley, Assistant to the Town Manager

Date:

**APPLICANT: I AGREE TO COMPLY WITH ALL OF THE CONDITIONS OF THIS PERMIT.**

Signature of Applicant:

Print Name: Annie Berry, The Wild Berry Salon

Date:

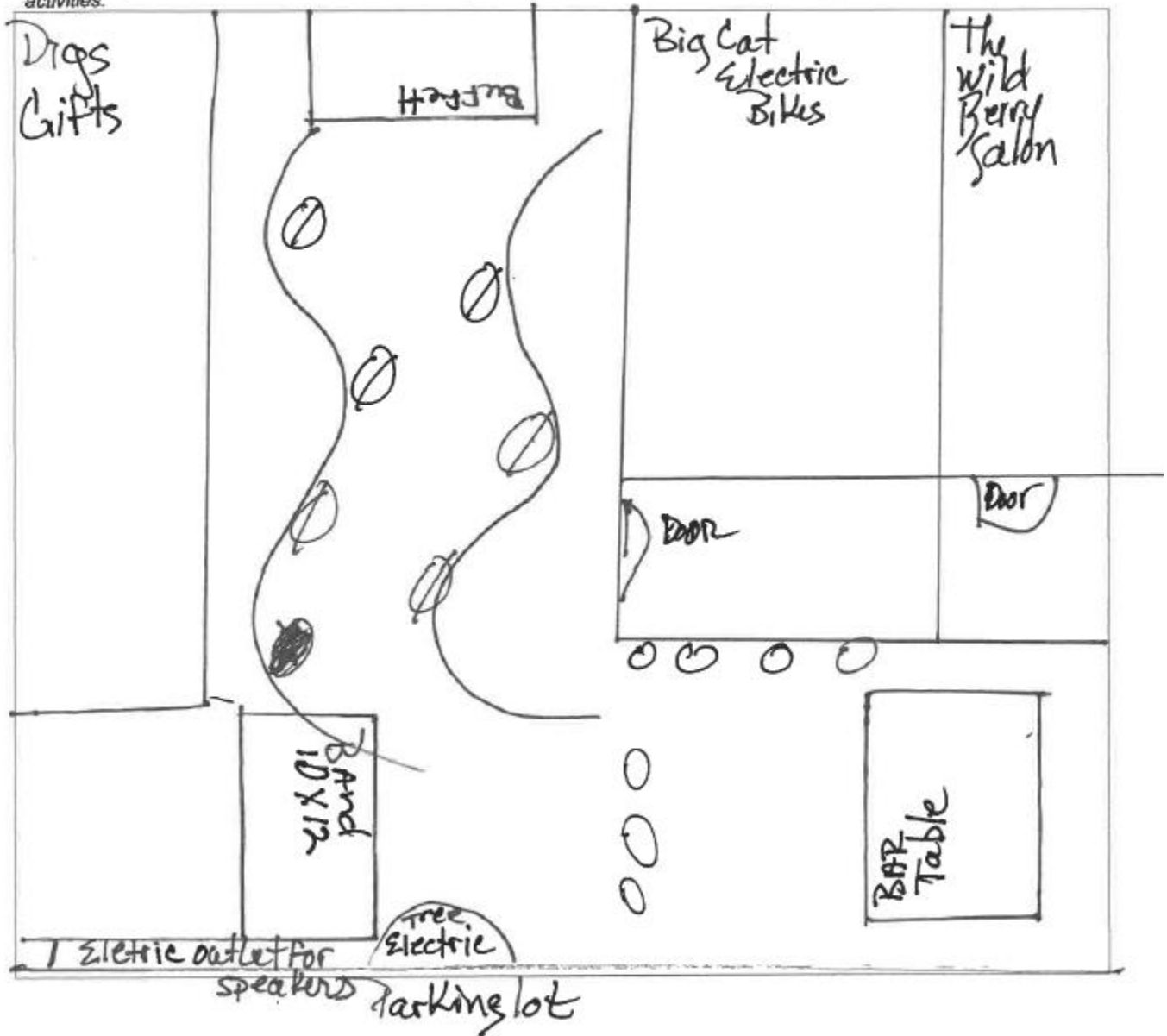
○ table-chairs 6 per table  
 ○ High tops 4 per

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

**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.





## Town Commission Agenda Item Report

**Meeting Date:** September 12, 2024

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

**Submitting Department:** Administration

**Item Type:** Ordinance

**Agenda Section:** ORDINANCES 1st Reading

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**Subject Title:** ORDINANCE NO. 2024-08: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 14, "OFFENSES," ARTICLE III, "RESTRICTIONS ON RESIDENCY BY SEXUAL PREDATORS AND SEXUAL OFFENDERS," OF THE CODE OF ORDINANCES TO AMEND AND CREATE DEFINITIONS AND IMPLEMENT STRICTER ENFORCEMENT MECHANISMS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

**Explanation:** Section 775.215, Florida Statutes, establishes residency restrictions for registered sexual offenders and sexual predators. State law prohibits such individuals from residing within 1,000 feet of schools, parks, playgrounds, or other locations where children regularly congregate. These restrictions are intended to limit contact between sexual offenders and vulnerable populations. The Florida Department of Law Enforcement (FDLE) maintains a registry that tracks sexual offenders and their compliance with these residency requirements. Violations of these restrictions can lead to criminal penalties.

In addition to state law, case law has determined that this statute does not fully preempt the field of regulation and allows more strict local regulation. Municipalities across Florida have adopted more restrictive residency requirements, often imposing stricter buffer zones or additional conditions that offenders must comply with. These local ordinances supplement the state's regulations and reflect the unique concerns of individual communities.

The Town established its own residency restrictions for sexual offenders, supplementing the provisions of Florida law, in 2007. The Town's regulations prohibit registered sexual offenders from residing within 2,250 feet of schools, parks, playgrounds, and other locations frequented by children. Additionally, the Town's code currently defines a permanent residence as "a place where the person abides, lodges, or resides for five or more consecutive days."

At the July 23, 2024 Town Commission meeting, Commissioner Pouloupoulos asked that the Administration work with the Town Attorney to examine whether there were ways in which these regulations could be strengthened, and there was a consensus of the Town Commission to conduct this analysis and bring back any changes that were recommended.

The proposed Ordinance strengthens the protections for our community by increasing the age of the victim used to trigger sexual violator status from less than 16 years of age as provided in state law and in the current Code, to less than 18 years of age, thereby covering all juvenile victims of qualifying offenses. This change is stricter than state law, and is therefore permissible.

Furthermore, the proposed Ordinance strengthens the grandfather provisions of the current regulations to ensure clarity and enforceability. The current rules exempt anyone who was a permanent resident of the Town prior to their 2007 enactment at their existing residence **and** anywhere they might choose to move within the Town. As revised, sexual violators who were permanent residents before the adoption of the proposed Ordinance can remain in their current permanent residences as required by law. However, the Ordinance deems an absence from the registered address for more than 180 consecutive days, as shown on the FDLE Sexual Violator registration records, a lack of continuous permanent residency resulting in a forfeiture of the exemption.

The proposed Ordinance also includes several updates, definitions, clarifications, and corrections.

- It addresses the scrivener's errors found in the current regulations, and simplifies the language by consolidating all the qualified crimes and statutes applicable under one definition: "sexual violator". Instead of using separate terms like "sexual predator" and "sexual offender," the ordinance now uses the single term "sexual violators."
- It also streamlines terminology by defining locations that registered sexual offenders must avoid, such as schools, parks, playgrounds, and other places frequented by children, as "child safety zones."
- It modifies and creates definitions of "reside", temporary residence", "transient residence", and "permanent residence" to more closely follow state law.
- The penalty provision of the current regulation has been revised to conform to the general penalty applicable to all ordinance violations in Chapter 1 of the Code, in conformance with state statute.

**Recommendation:** Approve the first reading of Ordinance 2024-08, and schedule second reading for the October 8 Town Commission meeting.

**Exhibits:**

1. Ordinance 2024-08 - Amending Chapter 14 Offenses of The Town Code

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**AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-  
THE-SEA, AMENDING CHAPTER 14, “OFFENSES,”  
ARTICLE III, “RESTRICTIONS ON RESIDENCY BY  
SEXUAL PREDATORS AND SEXUAL OFFENDERS,” OF  
THE CODE OF ORDINANCES TO AMEND AND CREATE  
DEFINITIONS AND IMPLEMENT STRICTER  
ENFORCEMENT MECHANISMS; PROVIDING FOR  
CODIFICATION, SEVERABILITY, CONFLICTS AND AN  
EFFECTIVE DATE.**

**WHEREAS**, 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 regulatory needs; and

**WHEREAS**, Article VIII, Section 2(b) of the Florida Constitution and § 166.021, Florida Statutes, grant the Town authority to adopt such provisions in order to protect the health, safety, and welfare of its residents; and

**WHEREAS**, attacks on children by registered sex offenders within the State of Florida have shed light upon the necessity of providing greater protection to children from the risks posed by registered sex offenders; and

**WHEREAS**, the Town Commission desires to amend Chapter 14, “Offenses,” Article III, “Restrictions on Residency by Sexual Predators and Sexual Offenders,” of the Town Code of Ordinances to adopt definitions and implement stricter enforcement mechanisms; and

**WHEREAS**, the Town Commission finds that this Ordinance is in the best interests of the Town and its residents.

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



**Section 1. Recitals.** The foregoing “Whereas” clauses are ratified and incorporated as the legislative intent of this Ordinance.

**Section 2. Amendment.** Chapter 14, “Offenses,” Article III, “Restriction on Residency by Sexual Predators and Sexual Offenders,” of the Town Code of Ordinances, is hereby amended to read as follows<sup>1</sup>:

\* \* \*

## **Chapter 14 – OFFENSES**

\* \* \*

### **ARTICLE III. - RESTRICTIONS ON RESIDENCY BY SEXUAL VIOLATORS, ~~SEXUAL PREDATORS AND SEXUAL OFFENDERS~~**

#### **Sec. 14-80. - Findings and intent.**

(a) The Town Commission finds:

- (1) Repeat sexual violators ~~offenders~~, ~~sexual offenders~~ who use physical violence, and ~~sexual offenders who~~ prey on children are predators who present an extreme threat to the public safety; and
- (2) Sexual violators ~~offenders and sexual predators~~ are extremely likely to use physical violence and to repeat their offenses; and
- (3) Most sexual violators ~~offenders and sexual predators~~ commit many offenses, have many more victims than are ever reported, and are prosecuted for only a fraction of their crimes; and
- (4) The cost of sexual violators ~~offender~~ victimization to children and to society at large, while incalculable, takes a tremendous toll on those who are victimized and the surrounding community as well.

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<sup>1</sup> Additions to existing text are shown in underline. Deletions are shown in strikethrough. Additions to existing text since 1<sup>st</sup> reading are shown in double underline. Deletions since 1<sup>st</sup> reading are shown in double strikethrough.

(b) It is the intent of the Town Commission in adopting this article to serve the Town's compelling interest to promote, protect and improve the health, safety and welfare of the citizens of the Town by creating areas around locations where children regularly congregate in concentrated numbers wherein certain sexual violators ~~sexual offenders and sexual predators~~ are prohibited from establishing temporary or permanent residence.

#### **Sec. 14-81. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Beach*, ~~for the purpose of this chapter~~, means the zone of unconsolidated material that extends landward from the mean low water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves.

*Child safety zone*. An area containing schools, designated public or private school bus stops, day care centers, parks, beaches, and playgrounds, or other place where children regularly congregate.

*Park* means an area of land set aside for public use or maintained for recreational and ornamental purposes, usually consisting of beaches, grassed areas, trees, paths, sports fields, playgrounds, picnic areas and/or other features for amusement and relaxation.

*Permanent residence* means a place where the person abides, lodges, or resides for ~~five~~three or more consecutive days. For the purpose of calculating a permanent residence under this paragraph, the first day that a person abides, lodges, or resides at a place is excluded and each subsequent day is counted. A day includes any part of a calendar day.

*Reside* means to live, remain, or locate for the purpose of abiding, lodging, or dwelling in a permanent, transient, or temporary residence.

~~*Sexual offender*, for purposes of this chapter, shall be defined as provided by F.S. § 943.0435(a), as may be amended from time to time.~~

~~*Sexual predator*, for purposes of this chapter, shall be defined as a repeat sexual offender, a sexual offender who uses physical violence, a sexual offender who preys on children or as~~

otherwise defined by F.S. § 775.21, also known as the Florida Sexual Predators Act, as may be amended from time to time.

Sexual violator means any person who has been convicted of any Felony Sexual Offense in any jurisdiction, in which the victim of the offense was less than 18 years of age, as that term was applied and used by the jurisdiction in which the person was convicted, regardless of whether adjudication has been withheld. This term includes, without limitations, offenses qualifying a convicted felon as a sexual predator as provided by F.S. § 775.21 and as a sexual offender as provided by F.S. § 943.0435.

Temporary residence means a place where the person abides, lodges, or resides, including, but not limited to, vacation, business, or personal travel destinations in or out of this state, for a period of ~~five~~ three or more days in the aggregate during any calendar year and which is not the person's permanent address or, for a person whose permanent residence is not in this state, a place where the person is employed, practices a vocation, or is enrolled as a student for any period of time in this state. For the purpose of calculating a temporary residence under this paragraph, the first day that a person ~~routinely~~ abides, lodges, or resides at a place is excluded and each subsequent day is counted. A day includes any part of a calendar day. ~~for period of four or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence.~~

Transient residence means a place where the person lives, remains, or is located for the purpose of abiding, lodging, or residing for a period of three or more days in the aggregate during a calendar year and which is not the person's permanent or temporary address. The term includes, but is not limited to, a place where the person sleeps or seeks shelter and a location that has no specific street address. For the purpose of calculating a transient residence under this paragraph, the first day that a person lives, remains, or is located in a place for the purpose of abiding, lodging, or residing is excluded and each subsequent day is counted. A day includes any part of a calendar day.

**Sec. 14-82. – Sexual violator offender and sexual predator residence prohibition; penalties; exceptions.**

- (a) It is unlawful for any sexual violator or a person who has been convicted of a violation of F.S. §§ 794.011, 800.04, 827.071 or 847.0145, or of a similar crime in another jurisdiction, regardless of whether the adjudication has been withheld, in which the victim of the offense

was less than 18~~6~~ years of age, to establish a permanent, ~~transient, residence~~ or temporary residence within 2,250 feet of any child safety zone school, ~~designated public school bus stop, day care center, park, playground, beach or other place where children regularly~~ congregate.

~~(b) It is unlawful for any person who is required to register as a sexual offender or sexual predator under the laws of the State of Florida, to establish a permanent residence, to establish a permanent residence or temporary residence within 2,250 feet of any school, designated public school bus stop, day care center, park, playground, or other place where children regularly congregate.~~

~~(e)(b)~~ For purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the permanent residence or temporary residence to nearest outer property line of a child safety zone school, ~~designated public school bus stop, day care center, park, playground, or other place where children~~ regularly congregate.

~~(d)(c)~~ A person permanently residing within 2,250 feet of any child safety zone school, ~~designated public school bus stop, day care center, park, playground, or other place where children regularly congregate~~ does not commit a violation of this article ~~section~~ if any of the following apply:

(1) The person established the permanent residence prior to ~~the date of adoption~~ [March 13, 2007], the date of adoption of the ordinance establishing this article.

(2) The person was a minor when he/she committed the offense and was not convicted as an adult.

(3) The person is a minor and is not emancipated.

(4) The child safety zone school, ~~designated public school bus stop, or day care center~~ within 2,250 feet of the person's permanent residence was opened or established after the person established the permanent residence.

(5) ~~If the person was a resident prior to the adoption of the ordinance adopting this article and elects to move within the Town limits.~~ Any sexual violator who has established a permanent residence within the Town prior to October 8, 2024, shall

139 be permitted to continue to reside at that location, provided that the sexual violator  
140 registered their address with the Town before October 8, 2024.

- 141 (6) Any sexual violator who may be grandfathered under subsections (c)(1) or (c)(5)  
142 of this section loses this exception upon relocation for more than 180 consecutive  
143 days from their permanent residence, as shown on the FDLE Sexual Violator  
144 registration records. Such relocation shall constitute a lack of continuous residence  
145 and a forfeiture of the applicability of this exception.

146 **Sec. 14-83. - Property owners and property managers prohibited from renting real property**  
147 **to certain sexual violators, ~~sexual offenders and sexual predators~~; penalties.**

- 148 (a) It is unlawful for any property owner or property manager or his or her agent or assignee  
149 to knowingly let, rent, or allow to be occupied free of charge any place, structure, or part  
150 thereof, trailer or other conveyance, with the knowledge that it will be used as a permanent,  
151 transient or temporary residence ~~or temporary residence~~ by any person prohibited from  
152 establishing such ~~permanent residence~~ of temporary residence pursuant to any provision of  
153 this Code, if such place, structure, or part thereof, trailer or other conveyance, is located  
154 within 2,250 feet of any child safety zone school, ~~designated public school bus stop, day~~  
155 ~~care center, park, playground, beach or other place where children regularly congregate.~~

- 156 (b) A property owner's or property manager's failure to comply with provisions of this section  
157 shall constitute a violation of this section and shall subject the property owner or property  
158 manager to the code enforcement provisions and procedures as provided in chapter 4 6.5  
159 of this Code, including the provisions of chapter 4 6.5 that allow the Town to seek relief as  
160 otherwise provided by law. A property owner or property manager shall be in violation of  
161 this ~~Code section~~ article if they knew or should have known that an occupant of property  
162 under their control was in violation of this Code. A property owner or property manager  
163 who is found to be in violation of this article ~~Code section~~ shall be issued a notice to appear.

164 **Sec. 14-84. - Penalties.**

- 165 ~~(a)~~ A sexual violator found to be in violation of this article shall be punished pursuant to  
166 section 1-12 of this Code, in accordance with the requirements of Florida Statutes. A sexual  
167 predator or sexual offender found to be in violation of this section shall be subject to arrest

or issued a notice to appear and shall appear at the prearranged court date to answer the charge. Once notified of the residency restriction, the person shall have two weeks to vacate the premises. A person who fails to vacate the premises within two weeks after receiving notice to the residency restriction shall be subject to arrest.

~~(b) Any person who violates this section shall be punished by a fine not exceeding \$500.00 or by imprisonment for a term not exceeding 60 days, or by both such fine and imprisonment; for a second or subsequent conviction of a violation of this section, such person shall be punished by a fine not to exceed \$1,000.00 or imprisonment in the County jail not more than 12 months, or by both such fine and imprisonment.~~

~~(c) Each day a violation of this section article continues, following the two-week notice provided in subsection (a) above, constitutes a separate violation of this article.~~

**Secs. 14-85—14-89. - Reserved.**

\* \* \*

**Section 3. Codification.** This Ordinance shall be codified in accordance with the foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

**Section 4. Severability.** If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

**Section 5. Conflicting Ordinances.** All prior ordinances or resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

**Section 6. Effective Date.** This Ordinance shall become effective immediately upon passage on second reading.

Passed on the first reading, this \_\_\_\_ day of \_\_\_\_\_, 2024.

Passed on the second reading, this \_\_\_\_ day of \_\_\_\_\_, 2024.

**MAYOR EDMUND MALKOON**

|                           | First Reading | Second Reading |
|---------------------------|---------------|----------------|
| Mayor Malkoon             | _____         | _____          |
| Vice-Mayor Strauss        | _____         | _____          |
| Commissioner Pouloupoulos | _____         | _____          |
| Commissioner Denapoli     | _____         | _____          |
| Commissioner Graziano     | _____         | _____          |

ATTEST:

\_\_\_\_\_  
Town Clerk Katrina Adler

(CORPORATE SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan L. Trevarthen, Town Attorney



Agenda Item No: 19.a.

## Town Commission Agenda Item Report

**Meeting Date:** September 12, 2024

**Submitted By:** Jhanelle Campbell, Development Services Director

**Submitting Department:** Development Services

**Item Type:** Quasi Judicial Public Hearings

**Agenda Section:** QUASI JUDICIAL PUBLIC HEARINGS

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**Subject Title:** The applicant seeks approval of a Conditional Use Permit for a waiver of the requirements of the Town's sign regulations, Article VIII, "Sign Regulations," of Chapter 30, "Unified Land Development Regulations," of the Code of Ordinances for installation of a new Mid-Century Modern style sign which does not meet the requirements of the Code of Ordinances. The proposed sign includes letters that are 18 inches in height where the Town Code allows for a maximum letter height of 12 inches. In addition, the proposed sign includes a symbol that is 24 inches in height where the code only allows for a maximum symbol size of 12 inches. Finally, the total square footage of the proposed sign is 40 square feet where the Town Code allows for a maximum sign square footage of 32 square feet. The request requires conditional use approval to permit installation of the proposed sign.

### Explanation:

Pier 14 Tapas & Cocktails, submitted an application for Conditional Use on June 3, 2024 to permit the proposed sign (**Figure 1**), on the north façade of the building which exceeds the maximum letter height, symbol size and overall square footage for a sign installed in the B-1 zoning district.





Figure 1 - Proposed sign superimposed, 40.5 SF

A conditional use sign permit is required for any sign that exceeds the maximum allowed standards for signage in Article VIII of the Town Code of Ordinances (**Exhibit 1**). The largest letters on the sign will be 18 inches whereas Town Code allows for a maximum letter height of 12 inches. In addition, the proposed sign includes a symbol that is 24 inches in height and 48 inches in width, with “dots” that are 6 inches where the code only allows for a maximum symbol size of 12 inches. Finally, the total square footage of the proposed sign is 40.5 square feet, where the Town Code allows for a maximum sign square footage of 32 square feet. The relief requested by the applicant is shown in **Table 1** below.

|                              | Code Maximum | Request | Difference |
|------------------------------|--------------|---------|------------|
| Letter Size                  | 12"          | 18"     | 6"         |
| Symbol Size                  | 12"          | 24"     | 12"        |
| Overall Square Footage (sf.) | 32sf.        | 40.5sf. | 1.27sf.    |

Table 1

Town staff reviewed the application and supporting documents (**Exhibit 2**) pursuant to the requirements of Article VIII “Sign Regulations” of Chapter 30 and Sec 30-510 “Landmark and mid-century modern signs” of the Town’s code to determine if it is eligible for a Section 30-510 waiver. In addition, architectural review was conducted by the Town’s architect and the proposed design was approved (**Exhibit 3**).

Notices were sent to all the property owners in the surrounding 300 feet and the property was posted in accordance with Town code section 30-139. To date, the Town has not received any correspondence for or against this request.

A public participation meeting, pursuant to section 30-114 of the Town Code of Ordinances, took place on August 14, 2024. A summary of the meeting (**Exhibit 4**) was submitted on August 16, 2024.

Staff has reviewed the application and recommends approval of the request with the following conditions:

1. The Sign shall be in the form, size and font as provided in the sign drawing attached as **Exhibit A** to the Development Order.
2. The maximum letter size shall not exceed 18 inches in height.
3. The maximum symbol size shall not exceed 24 inches in height.
4. The total approved sign square footage shall not exceed 40.5 square feet.
5. This conditional use sign waiver permit is specific to this sign and any other signage for this building shall comply with the Sign Regulations at the time of the application.
6. The sign shall meet all requirements of the Florida Building Code; a building permit shall be obtained no later than March 12, 2025.
7. The sign shall be in accordance with the submitted plans for the hearing incorporated into this document as **Exhibit 1**, except as modifications may be required by the approved Site Plan and any changes required as part of the building permit and/or architectural review process.
8. The approved plan does not in any way create a right on the part of the Applicant to obtain a permit from a state or federal agency and does not create liability on the part of the Town for issuance of the approval if the Applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.
9. All applicable state and federal permits shall be obtained before commencement of construction.
10. Prior to issuance of a building permit, the Town Clerk shall certify that there are no outstanding fines, moneys, fees, taxes, or other charges owed to the Town by the current or past owners or operators of the property in which the building permit is being issued. If fees are related to a code violation that requires a building permit to correct the violation, only the building permits required by the Town for correction of the violation may be issued. No other building permits will be issued until all outstanding debts to the Town are paid in full.

**Recommendation:** Staff recommends approval of the conditional use request for the proposed sign (**Exhibit 5**).

**Exhibits:**

1. Sec. 30 510 Landmark and Mid Century Modern Signs
2. Plans and Application
3. Town Architect Approval
4. Citizens Participation Summary
5. Development Order 14C Commercial Blvd (2024-CUS-02)

**Sec. 30-510. Landmark and Mid-century Modern signs.**

- (a) *Landmark signs.* The Town Commission may, following a public hearing, grant a waiver of the Town Code related to signage for a landmark business upon a finding that the waiver requested or approved is the minimum waiver necessary to provide for signage consistent with, but not necessarily identical to, signage historically utilized in the Town which maintains the landmark identity and character of the business and Town.
- (1) A business may be designated as a landmark business by the Town Commission following a public hearing.
  - (2) The designation of a landmark is a function of not just a building, but the business within that building that has created a unique sense of place that is significant and prominent in the identity and history of the Town. A landmark business designation is unique to the designated business at the designated location. Neither the business nor the location independently shall be considered a landmark business.
  - (3) The Town Commission may designate by resolution a business as a landmark business upon application by the business owner and consideration of the following factors:
    - a. History of operation for a minimum of 35 years at the same location; and
    - b. Establishment of an identity and business awareness of such character and reputation as to be considered an identifiable landmark within the Town.
- (b) *Mid-century Modern signs.*
- (1) *Existing Mid-century Modern style signs that do not meet the requirements of this article.* An application may be filed for administrative review, or with a site plan application, for the replacement of an existing Mid-century Modern style on-premise sign that meets the requirements of [section] 30-9 and the Town ADS but does not meet the requirements of this article, provided existing non-conformities are not increased.
  - (2) *New Mid-century Modern style signs.* An application may be filed for a conditional use permit or as part of a site plan application for a new Mid-century Modern style permanent on-premise sign, for a Mid-century Modern style building, that does not meet the requirements of this article. All signs proposed on the building shall be consistent in style. As part of a conditional use or site plan review, the Town Commission may waive any of the requirements of these sign regulations upon a finding that the proposed sign complies with the Mid-century Modern architectural style as addressed in section 30-51, architectural review standards, of this Code and the Town's architectural design guidelines.

(Ord. No. 2012-04, § 2, 3-27-2012; Ord. No. 2013-07, § 2, 8-20-2013; Ord. No. 2014-13, § 2, 10-28-2014; Ord. No. 2015-21, § 2, 12-8-2015; Ord. No. 2020-04, § 2, 4-14-2020)

**EXHIBIT 2: PLANS AND APPLICATION**



**DEVELOPMENT APPLICATION**

In accordance with Section 30.111-30.113 of the Town's Unified Land Development Regulations: Development applications are required to be provided before any development permit is issued. Please refer to the Town's website to obtain a copy of the corresponding Application Checklist. Please also refer to the Fee Schedule, updated annually by the Town, as provided on the website which will indicate the cost per application type. Please check the development approval being requested:

- ☐ Abandonment
- ☐ Administrative Adjustment-Level 1
- ☐ Administrative Adjustment-Level 2
- ☐ Architectural Review-Preliminary
- ☐ Architectural Review-Final
- ☐ Bicycle Racks
- ☐ Conditional Use
- ☐ Conditional Use Amendment-Level 1
- ☐ Conditional Use Amendment-Level 2

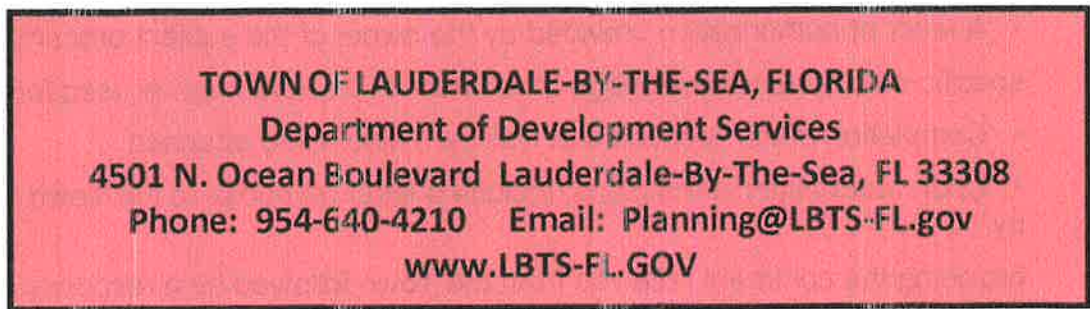
- ☒ Conditional Use-Sign
- ☐ Conditional Use-Transfer Fee
- ☐ Construction Time Extension
- ☐ Development Order Extension
- ☐ Encroachment Application
- ☐ Landscape Plan
- ☐ Landscape Plan Amendment
- ☐ Parking Reduction-Level 1
- ☐ Parking Reduction-Level 2

- ☐ Preliminary Site Plan
- ☐ Sidewalk Cafe
- ☐ Sidewalk Cafe Modification
- ☐ Site Plan
- ☐ Site Plan Modification-Level 1
- ☐ Site Plan Modification-Level 2
- ☐ Tree Removal
- ☐ Variance-Single Family
- ☐ Variance - Other
- ☐ Other \_\_\_\_\_

Based on approval being requested, refer to the corresponding checklist and supplemental requirements.

Project Name: PIER 14 TAPAS & COCKTAILS Folio Number(s): 494318010240  
 Street Address: 14C COMMERCIAL BLVD  
 Subdivision Name: LAUDERDALE BY THE SEA 6-2 B Block(s): 5 Lot(s): 1, 2, 3  
 Name of Property Owner: FISHERMANS PIER INC Address of Property Owner: 2 COMMERCIAL BLVD  
 Property Owner's Phone Number: 954-629-5099 Property Owner's Email Address: marcelos@aol.com  
 Name of Applicant: PIER 14 TAPAS & COCKTAILS Address of Applicant: 14C COMMERCIAL BLVD  
 Applicant Phone Number: 954-736-8338 Applicant Email Address: info@pier14fl.com  
 Name of Agent (e.g. Contractor) Representing the Project: VALUE GRAPHICS CORP.  
 Agent's Address: 4832 NE 10th AVE Agent's Phone: 954-588-0483 Email Address: VIC625@aol.com  
 Land Use Plan Designation: \_\_\_\_\_ Zoning District: \_\_\_\_\_  
 Existing/Type of Use of the Subject Property: RESTAURANT  
 Proposed Use of the Subject Property: \_\_\_\_\_  
 As applicable, answer the following:  
 Existing Number of Units: \_\_\_\_\_ Proposed Number of Units: \_\_\_\_\_  
 Existing Square Footage: \_\_\_\_\_ Proposed Square Footage: \_\_\_\_\_





### **CONDITIONAL USE - SIGN**

In accordance with the Town of Lauderdale-By-The-Sea Unified Land Development Regulations Section 30-126 and Section 30-510(b)(2)–Conditional Use-Sign, the following is a list of the required documentation required for development approval of a Conditional Use-Sign application.

#### **Items for Initial Submittal:**

- Fee for Conditional Use-Sign + Deposit & Deposit for Architectural Review (See Fee Schedule – updated once a year)
- A completed Development Application signed and notarized for a Conditional Use – Sign and Architectural Review
- A boundary survey (if applicable)
- Two (2) hard copies of architectural elevations with the applicable dimensions
- If required, a site plan drawn to scale. On the plans, include required and proposed setbacks and landscape specifications
- Photographs of existing signage and signs for adjacent tenants (as applicable)
- Photographs of current conditions of the project area and overall site
- Label and photograph adjacent properties from the north, south, east and west
- Digital copies of the above referenced documents – via email, disk or thumb drive

Once the Applicant has been approved for Preliminary Architectural Review, the Applicant may proceed and apply for Final Review.

#### **Items for Final Review Submittal:**

- Additional fee for Final Review (discuss cost recovery with Town Planner)
- The exterior colors for all improvements which include color swatches, samples and manufacturer colors and specifications. All colors need to be identified as to the location on the building, sign or other improvement
- Cut sheet for light fixtures (if applicable)
- Photometric plan (if applicable)



# Proposed

40 sqft

4'



24"

4'5"

• PIER 14 •  
TAPAS & COCKTAILS

18"

8"

9"

Y



Black Reverse Channel letters with led gold glow





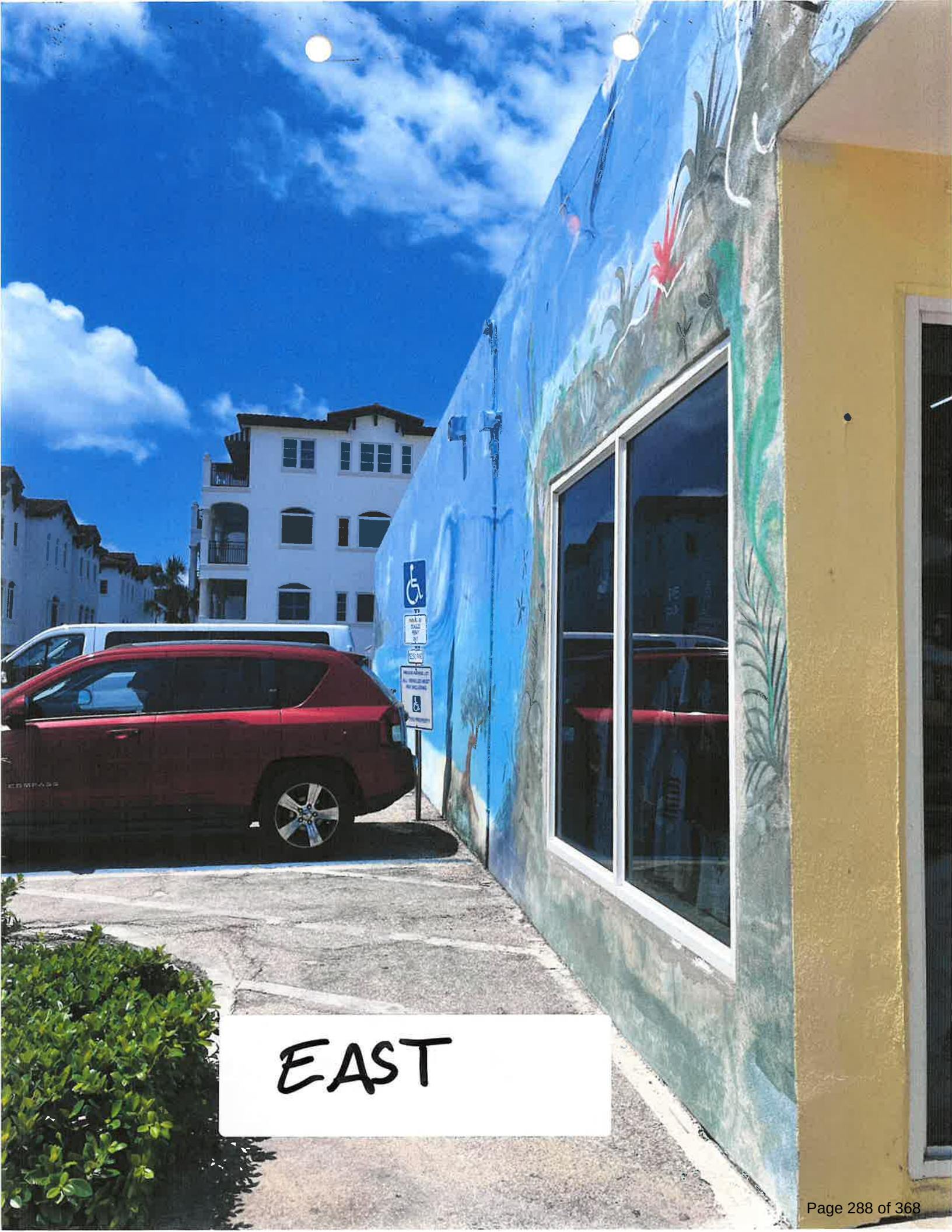
NORTH





SOUTH



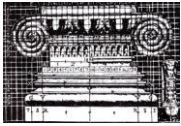


EAST





WEST



LEO HANSEN, A.I.A., ARCHITECT  
330 Himarshee Street #104 Fort Lauderdale, FL 33312 954-647-6227 lchaia9093@gmail.com

MEMORANDUM: ARCHITECTURAL REVIEW

To: Jhanelle Campbell, Development Services Director  
Town of Lauderdale-by-the-Sea  
Cc: Muriel Ramirez, Planner  
Re: Architectural Review (ULDR Sec. 30-51)  
Project: Pier 14 Tapas and Cocktails  
Review No.: 2024-AR-05-1  
Project Address: 14C Commercial Boulevard  
Date: June 15, 2024

ARCHITECTURAL REVIEW COMMENTARY

The applicant has requested a Conditional Use for signage that exceeds the allowable maximum size stipulated by Article VIII - SIGN REGULATIONS of the Lauderdale-by-the-Sea Code of Ordinances. Which states that:

*New mid-century modern style signs. An application may be filed for a conditional use permit or as part of a site plan application for a new mid-century modern style on-premise sign, for a mid-century modern style building, that does not meet the requirements of this article. All signs proposed on the building shall be consistent in style. As part of a conditional use or site plan review, the Town Commission may waive any of the requirements of these sign regulations upon a finding that the proposed sign complies with the mid-century modern architectural style as addressed in section 30-51, "Architectural review standards," of the Town Code and the Town's architectural design guidelines.*

To meet these requirements, the sign should have signs that provide "playfulness and energy", and a "distinct personality", and are added to the building as "graphic devices". The stylized sunrise in the design, as well as the use of reverse channel letters are qualified (updated) examples of this concept.

Our office recommends approval the Conditional Use for the project.

Leo Hansen  
Leo Hansen, A.I.A., Architect



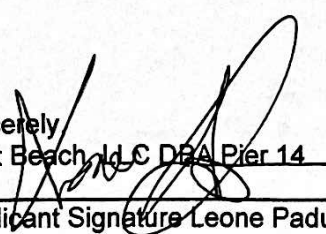
## SUMMARY OF CITIZEN PARTICIPATION MEETING

**CASE:** 2024 CUS-02  
**APPLICANT:** East Beach, LLC DBA Pier 14  
**PROPERTY ADDRESS:** 14 E Commercial Blvd, Lauderdale By-The-Sea, FL 33308  
**REQUEST:** Conditional Use For Wall Application

Muriel Bryan Ramirez, Assistant Director of Development Services, Town of Lauderdale By The Sea.

The Citizen Participation meeting for Case No. 2024-CUS-02 for Pier 14 a restaurant located at Commercial Blvd. started at 6:30pm in Jarvis Hall.

As there was no one for the public in attendance other than Jader Oliveri, Restaurant Manager, and owner. Erika, Owner's Representative and Jhanelle Campbell, Development Services Director, the meeting was adjourned at 6:58pm. Prior to the meeting starting Erika was informed that the meeting would be recorded. She then witness the Town's IT personnel in the control room on the west side of Jarvis Hall.

Sincerely,  
East Beach, LLC DBA Pier 14  
By   
Applicant Signature Leone Padula, LLC Mgr

Date of Summary: August 15, 2024



**SITE PLAN DEVELOPMENT ORDER  
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA  
Development Order 2024-CUS-01**

PROJECT NAME: Pier 14 Tapas & Cocktails

ADDRESS OF PROPERTY: 14 Commercial Blvd

FOLIO #: 4943 18 01 0240

PROPERTY OWNER: FISHERMANS PIER INC

APPLICANT: Pier 14 Tapas & Cocktails

APPLICANT ADDRESS: 14C Commercial Blvd, Lauderdale By The Sea, FL 33308

REQUEST: The applicant seeks approval of a Conditional Use Permit for a waiver of the requirements of the Town's sign regulations, Article VIII, "Sign Regulations," of Chapter 30, "Unified Land Development Regulations," of the Code of Ordinances for installation of a new Mid-Century Modern style sign which does not meet the requirements of the Code of Ordinances. The proposed sign includes letters that are 18 inches in height where the Town Code allows for a maximum letter height of 12 inches. In addition, the proposed sign includes a symbol that is 24 inches in height where the code only allows for a maximum symbol size of 12 inches. Finally, the total square footage of the proposed sign is 40 square feet where the Town Code allows for a maximum sign square footage of 32 square feet. The request requires conditional use approval to permit installation of the proposed sign.

SECTION 1. FINDINGS. THIS MATTER came before the TOWN Commission of the TOWN of LAUDERDALE-BY-THE-SEA, Florida, on September 12, 2024, following due public notice. The TOWN Commission having considered the public testimony, evidence in the record, the testimony of the applicant, and the recommendation of the TOWN Planning and Zoning Board and administrative staff, finds that the application, as conditioned herein, is in compliance with the applicable standards and minimum requirements of Chapter 30 of the Town Code.

SECTION 2. APPROVAL. The request to approve a Conditional Use for a sign is hereby approved as shown on the plans submitted on June 3, 2024, attached as Exhibit 1, except as modifications may be required by this approval or the Building Official.

SECTION 3. CONDITIONS. The APPROVAL granted herein is subject to the following conditions:

1. The Sign shall be in the form, size and font as provided in the sign drawing attached as **Exhibit A** to the Development Order.
2. The maximum letter size shall not exceed 18 inches in height.
3. The maximum symbol size shall not exceed 24 inches in height.
4. The total approved sign square footage shall not exceed 40.5 square feet.
5. This conditional use sign waiver permit is specific to this sign and any other signage for this building shall comply with the Sign Regulations at the time of the application.
6. The sign shall meet all requirements of the Florida Building Code; a building permit shall be obtained no later than March 12, 2025.
7. The sign shall be in accordance with the submitted plans for the hearing incorporated into this document as **Exhibit 1**, except as modifications may be required by the approved Site Plan and any changes required as part of the building permit and/or architectural review process.
8. The approved plan does not in any way create a right on the part of the Applicant to obtain a permit from a state or federal agency and does not create liability on the part of the Town for issuance of the approval if the Applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.
9. All applicable state and federal permits shall be obtained before commencement of construction.
10. Prior to issuance of a building permit, the Town Clerk shall certify that there are no outstanding fines, moneys, fees, taxes, or other charges owed to the Town by the current or past owners or operators of the property in which the building permit is being issued. If fees are related to a code violation that requires a building permit to correct the violation, only the building permits required by the Town for correction of the violation may be issued. No other building permits will be issued until all outstanding debts to the Town are paid in full.

SECTION 4. VIOLATION OF CONDITIONS. Failure to adhere to the terms and conditions of this Development Order shall be considered a violation of the Town Code and persons found violating the conditions shall be subject to the penalties prescribed by the Town Code, including but not limited to, the revocation of any of the approval(s) granted in this Development Order. The Applicant understands and

acknowledges that it must comply with all other applicable requirements of the Town Code before it may commence construction or operation, and that the foregoing approval in this Development Order may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town Code or the conditions of this Approval.

SECTION 5. APPEAL. In accordance with Section 30-140(d)(11) of the Town Code, the Applicant, or any aggrieved property owner in the area, may appeal the decision of the Town Commission in the Circuit Court of Broward County, Florida, in accordance with the Florida Rules of Appellate Procedure.

SECTION 6. EFFECTIVE DATE. This Development Order shall become effective upon Approval by the Commission.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
**MAYOR EDMUND MALKOON**

**ATTEST:**

\_\_\_\_\_  
Katrina Adler, Town Clerk

**Approved as to form:**

\_\_\_\_\_  
Susan L. Trevarthen, Town Attorney





## Town Commission Agenda Item Report

**Meeting Date:** September 12, 2024

**Submitted By:** Jhanelle Campbell, Development Services Director

**Submitting Department:** Development Services

**Item Type:** Presentations

**Agenda Section:** QUASI JUDICIAL PUBLIC HEARINGS

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**Subject Title:** Appeal from an Administrative Decision (2024-AAD-01) (the “Appeal”) pursuant to Chapter 30, “Unified Land Development Regulations,” ARTICLE IX, “Appeals,” Section 30-531 of the Town Code of Ordinances (“Town Code”) for approval to be classified as a drug store/pharmacy (with no on-site prescription writing for controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355) as such is a permitted use within the B-1 zoning district pursuant to Section 30-271 a (1) (z) of the Town Code.

**Explanation:** The purpose of this memorandum is to provide Staff’s analysis and recommendation concerning the Appeal application filed by Elite CBD Life (the “Applicant”) related to the operation of a proposed retail store selling cannabidiol (CBD) products (the “Proposed Business”) located at 238 Commercial Blvd., Lauderdale-By-The-Sea, Florida, 33308 (the “Property”). The Applicant seeks an Appeal pursuant to Section 30-531 of the Town Code for approval to be classified as a drug store/pharmacy (with no on-site prescription writing for controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355) as such is a permitted use within the B-1 zoning district pursuant to Section 30-271 a (1) (z) of the Town Code.

The Town Code lists all permitted and conditional uses allowed within the B-1 District as set forth in Sec. 30-271(a), (**Exhibit 1**). On July 10, 2024, the Applicant submitted a request to the Town for zoning approval to operate the Proposed Business. Town Staff further inquired with the Applicant as to the operation and inventory of the Proposed Business. The Applicant confirmed that the operation and inventory of the Proposed Business is focused on health and fitness by offering a range of CBD supplements and pain relief products designed to support health, fitness, athletic performance and overall well-being. The Proposed Business inventory does not include the sale of nicotine products and/or tobacco paraphernalia.

After several rounds of email exchanges with the Applicant concerning classification of the Proposed Business, Town Staff denied requests to be classified and considered a health and fitness center, retail sales and drugstore/pharmacy, the Applicant decided to pursue the subject Appeal concerning Town Staff denial to be classified as a permitted drugstore/pharmacy use. As such, the Applicant filed the subject Appeal application with the Town on August 19, 2024, to classify and permit the Proposed Business as a

drugstore/pharmacy (with no on-site prescription writing for controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355) as such is a permitted use within the B-1 zoning district pursuant to Section 30-271 a (1) (z) of the Town Code (**Exhibit 2**).

Pursuant to Section 30-531 of the Town Code, appeals from administrative decisions may be timely filed by an aggrieved party concerning a decision of an administrative official in the interpretation and application of Chapter 30 "Unified Land Development Regulations" (**Exhibit 3**).

Development Services Department (DSD) Staff has reviewed the subject Appeal application pursuant to Section 30-531(e)(1) of the Town Code as follows :

(a) The Department's agreement or disagreement with the applicant's statement of the law or fact in question.

Staff Analysis: DSD Staff does not agree with the applicant's interpretation of the Proposed Business as a "drug store/pharmacy" which is permitted within the B-1 zoning district. Chapter 465, Florida Statutes, (the "Florida Pharmacy Act") establishes the regulatory framework as it relates to the operation of pharmacies within the State. More specifically, Section 465.003, Florida Statutes (**Exhibit 4**), provides various regulatory definitions, including "Medicinal Drugs", "Pharmacy" and "Prescription" as follows:

(15) "Medicinal drugs" or "drugs" means those substances or preparations commonly known as "prescription" or "legend" drugs which are required by federal or state law to be dispensed only on a prescription but shall not include patents or proprietary preparations as hereafter defined.

\* \* \* \* \*

(20)(a) "Pharmacy" includes a community pharmacy, an institutional pharmacy, a nuclear pharmacy, a special pharmacy, and an Internet pharmacy.

1. The term "community pharmacy" includes every location where medicinal drugs are compounded, dispensed, stored, or sold or where prescriptions are filled or dispensed on an outpatient basis.

2. The term "institutional pharmacy" includes every location in a hospital, clinic, nursing home, dispensary, sanitarium, extended care facility, or other facility, hereinafter referred to as "health care institutions," where medicinal drugs are compounded, dispensed, stored, or sold.

3. The term "nuclear pharmacy" includes every location where radioactive drugs and chemicals within the classification of medicinal drugs are compounded, dispensed, stored, or sold. The term "nuclear pharmacy" does not include hospitals licensed under chapter 395 or the nuclear medicine facilities of such hospitals.

4. The term "special pharmacy" includes every location where medicinal drugs are compounded, dispensed, stored, or sold if such locations are not otherwise defined in this subsection.

\* \* \* \* \*

(23) "Prescription" includes any order for drugs or medicinal supplies written or transmitted by any means of communication by a duly licensed practitioner authorized by the laws of the state to prescribe such drugs or medicinal supplies and intended to be dispensed by a pharmacist.

The term also includes an orally transmitted order by the lawfully designated agent of such practitioner. The term also includes an order written or transmitted by a practitioner licensed to practice in a jurisdiction other than this state, but only if the pharmacist called upon to dispense such order determines, in the exercise of her or his professional judgment, that the order is valid and necessary for the treatment of a chronic or recurrent illness. The term "prescription" also includes a pharmacist's order for a product selected from the formulary created pursuant to s. 465.186. Prescriptions may be retained in written form or the pharmacist may cause them to be recorded in a data processing system, provided that such order can be produced in printed form upon lawful request.

The Applicant has provided no evidence to DSD Staff which suggest that the Proposed Business use is a "pharmacy" where "medicinal drugs" are compounded, dispensed, stored, or sold or where "prescriptions" are filled or dispensed on an outpatient basis.

(b) The interpretation of the Department with regard to the law or fact in question.

Staff Analysis: DSD Staff does not believe the Proposed Business aligns with the proposed use of drugstore/ pharmacy in the B-1 zoning district as set forth in Section 30-271 of the Town Code.

(c) The basis for the Department's interpretation.

Staff Analysis: DSD Staff reviewed all permitted uses listed in the B-1 section and Staff does not believe the proposed business use aligns with the proposed use of drugstore/pharmacy in the B-1 zoning district as set forth in Section 30-271 of the Town Code.

(d) The reason why the Department believes its interpretation, application or determinations is correct in law or fact.

Staff Analysis: Staff does not classify or consider the Proposed Business use as a pharmacy based upon the regulatory framework and definitions provided under Chapter 465, Florida Statutes (the "Florida Pharmacy Act").

Notices were sent to all the property owners in the surrounding 300 feet and the Property was posted in accordance with Section 30-139 of the Town Code. To date, the Town has not received any correspondence for or against this request.

Staff presented its analysis to the Planning and Zoning Board at its September 4 meeting. The Planning and Zoning Board recommended denial of the applicant's request.

#### **Exhibits:**

1. Town Code Section 30-271
2. Application & Reason for Appeal
3. Town Code Section 30-531
4. Florida Statute 465

**Recommendation:** DSD Staff has reviewed the subject Appeal application and recommends denial of this request, as the Proposed Business use is not classified as a “pharmacy” based upon the regulatory framework and definitions provided under Chapter 465, Florida Statutes (the “Florida Pharmacy Act”) and accordingly, is not a drugstore/pharmacy use (with no on-site prescription writing for controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355) permitted within the B-1 zoning district pursuant to Section 30-271 a (1) (z) of the Town Code.

**Exhibits:**

1. Exhibit 1\_Sec. 30-271 B-1 District-Business
2. Exhibit 2\_Application and Reason for Appeal
3. Exhibit 3\_Sec. 30-531 Appeals from administrative decisions
4. Exhibit 4-Statutes & Constitution

PART II - CODE OF ORDINANCES  
Chapter 30 - UNIFIED LAND DEVELOPMENT REGULATIONS  
ARTICLE V. - ZONING  
DIVISION 2. - DISTRICTS  
Subdivision M. B-1 District Regulations

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**Subdivision M. B-1 District Regulations**

**Sec. 30-271. B-1 district—Business.**

(a) *B-1 uses permitted.*

- (1) *Permitted uses.* No building or premises shall be used and no building with the usual accessories shall be erected or altered other than a building or premises arranged, intended, or designed for any of the following uses, not to exceed 10,000 square feet in gross floor area, except for waterfront hotel uses:
- a. Antiques store,
  - b. Art galleries,
  - c. Arts and crafts supply store,
  - d. Automobile rental or leasing agencies (no outdoor display),
  - e. Bait and tackle shop,
  - f. Bakery,
  - g. Bank,
  - h. Barber shops and hair salons,
  - i. Bicycle rental shop with no outside storage,
  - j. Book store,
  - k. Business and professional employment agency,
  - l. Camera and photographic supply store,
  - m. Card and stationery store,
  - n. Catering businesses,
  - o. Church and place of worship,
  - p. Clothing store,
  - q. Coin-operated dry cleaning and laundry and/or pickup station,
  - r. Community theaters, dinner theaters and cultural centers,
  - s. Computer/software store,
  - t. Consignment store,
  - u. Cooking schools,
  - v. Copy center,
  - w. Courier service,
  - x. Delicatessen,

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- y. Dental laboratory,
  - z. Drug store/pharmacy (no on-site prescription writing for controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355),
  - aa. Fabric/needlework/yarn shop,
  - bb. Fishing pier,
  - cc. Florist shop,
  - dd. Formal wear sales and rental,
  - ee. Fruit and produce store,
  - ff. Furniture and home furnishings,
  - gg. Gift shop,
  - hh. Government administration,
  - ii. Grocery/food store/supermarket,
  - jj. Hardware store,
  - kk. Health and fitness center,
  - ll. Household appliances store,
  - mm. Ice cream/yogurt store,
  - nn. Interior decorator,
  - oo. Jewelry store,
  - pp. Library branch,
  - qq. Linen/bath/bedding store,
  - rr. Luggage/handbag/leather goods store,
  - ss. Mail/postage/fax service,
  - tt. Marine parts and supplies store,
  - uu. Reserved,
  - vv. Massage therapist (licensed therapist to be on premises at all times of operation; see subsection (j) below for supplemental regulations),
  - ww. Meat and poultry store,
  - xx. Medical supplies sales, medical/dental office,
  - yy. Motorized scooter sales or moped sales and rentals (indoor only, outdoor sales, storage or display prohibited),
  - zz. Museum,
  - aaa. Music/musical instrument store, Tapes/videos/music CD/vinyl record stores
  - bbb. Office building,
  - ccc. Optical store,
  - ddd. Reserved,

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- eee. Photographic studio,
  - fff. Police and fire substation,
  - ggg. Retail electronic sales and repair,
  - hhh. Restaurant, which may also include the following accessory uses:
    - 1. Sidewalk cafés which would be appurtenant to, and a part of, a restaurant, subject to the requirements of chapter 17, article VI, sidewalk cafés.
    - 2. Outside seating for restaurants, on private property other than a sidewalk, that is accessory to the principal restaurant use and that is not regulated under chapter 17, article VI, and subject to the regulations set forth in subsection (h), below.
    - 3. Walk-up windows for food and/or beverage service.
  - iii. Seafood store,
  - jjj. Shoe sales and repair,
  - kkk. Shop for marking articles sold at retail on the premises,
  - lll. Reserved,
  - mmm. Sporting goods store, including dive shops,
  - nnn. Studios for artists, photographers, musicians (including recording studios), and dance,
  - ooo. Reserved,
  - ppp. Tailor/dressmaking store, direct to the customer,
  - qqq. Reserved,
  - rrr. Tool rental (small tools and equipment, indoor display only),
  - sss. Toy/game store,
  - ttt. Reserved,
  - uuu. Travel agency,
  - vvv. Veterinarian or animal grooming with all activities enclosed within the building with no outside noise,
  - www. Watch and jewelry repair,
  - xxx. Cigar store (not meeting the definition of tobacco paraphernalia store, no customer service area),
  - yyy. *Uses not listed.*
    - 1. Any use not covered by the above list may be authorized in the B-1-A district by the Town Manager or designee only if the proposed use is similar to a listed use; otherwise, an amendment to this chapter is required.
    - 2. The Town Manager or designee shall consult with the Town Commission on any proposal to find that a use is similar, prior to authorizing such use in the B-1-A district.
    - 3. Whenever a use is approved as a similar use, the Town Manager shall report such finding in the written Town Manager report at a subsequent Town Commission meeting.
- (2) *Conditional uses.* The following conditional uses may be permitted upon approval pursuant to the conditional use procedures of this Code:



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- a. Bicycle taxi (no outside storage or display).
  - b. Reserved.
  - c. Reserved,
  - d. Charter and sightseeing boat.
  - e. Child and adult day-care centers.
  - f. Convenience store, subject to the requirements as set forth in subsection (i), below.
  - g. Drive-through services that are accessory to a primary use, provided that any approval of the drive-through use by the Town Commission shall specifically establish the location and traffic flow pattern of the drive-through.
  - h. Dry cleaner.
  - i. Marina, subject to the requirements as set forth in subsection (i) below.
  - j. Mixed use, subject to the requirements as set forth in subsection (i) below.
  - k. "Paid private parking" on parcels with a primary use, excluding standalone parking lots subject to the requirements as set forth in subsection (i) below.
  - l. Parking garage.
  - m. Permitted use exceeding 10,000 square feet in gross floor area.
  - n. Pet store (see subsection (k) below for supplemental regulations).
  - o. Pool supply store.
  - p. Outside storage of propane tank cabinets for the storage, sale or rental of propane tanks.
  - q. Water craft sales and rental (new or used).
  - r. Waterfront hotel.
  - s. *Conditional uses not listed.*
    - 1. Permission to apply for conditional uses not covered by the above list in the B-1 district may be granted by the Town Manager or designee only if the proposed conditional use is similar to a listed conditional use; otherwise, an amendment to this chapter is required.
    - 2. The Town Manager or designee shall consult with the Town Commission on any proposal to determine that a conditional use is similar to those listed, prior to authorizing the filing of an application to seek approval of that conditional use in the B-1 district.
    - 3. Whenever a use is approved as a similar use, the Town Manager shall report such finding in the written Town Manager report at a subsequent Town Commission meeting.
    - 4. Approval of a conditional use shall also be subject to the requirements for conditional use review as set forth in section 30-126 of the Town Code.

(b) *Height.*

- (1) No building shall be erected to a height greater than two stories on lots less than 50 feet in width, nor greater than three stories on any other lots.
- (2) Lots which are adjacent may be combined and developed as one parcel, and may utilize the wider lot height restrictions if a joinder of the lots under a unity of title or covenant-in-lieu is provided in a form acceptable to the Town Attorney.

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- (c) *Lot coverage.* Buildings not used for residential purposes shall occupy no more than 90 percent of the lot area.
- (d) *Design.*
- (1) Construction shall be limited to one building on lots 50 feet or less in width.
  - (2) All buildings shall be of C.B.S. construction.
  - (3) Except on waterfront properties, no parking spaces constructed after March 28, 2017 shall be located along the primary street frontage and to the maximum extent feasible without losing required parking, as determined by the DSD, existing parking along the primary street frontage shall be removed from the primary street frontage for any redevelopment.
  - (4) Curbcuts providing access to parking areas shall be located on streets other than Commercial Boulevard, except where a property only has access from Commercial Boulevard, or it is determined based on a traffic study that access from Commercial Boulevard is necessary for safe and efficient vehicular and pedestrian circulation.
  - (5) Each structure shall have its own sustaining walls; party walls are prohibited.
  - (6) There shall be at least one front entrance and one rear entrance to buildings.
  - (7) The first floor of a building extending from street to street on inside lots, shall have two front facades and entrances.
  - (8) There must be a ground floor storefront facing the primary street. If the property is a corner lot, there must be a ground floor storefront facing both streets.
  - (9) Building façades on the second or third stories shall be physically and visually diverse, incorporating features such as balconies, alternate or varied setbacks, eyebrows or other artistic and architectural features on at least 40 percent of the linear frontage per story above the first. The DSD shall review and approve compliance with this criteria through the architectural review process, and may decrease the 40 percent standard by ten percent if the DSD finds that such a change enhances the Mid-century Modern façade and remains consistent with the architectural design guidelines.
  - (10) Building façades on the majority of the length of the first floor must incorporate architectural features such as eyebrows, awnings, canopies or other artistic and architectural features to create shade.
- (e) *Minimum building size.* No building shall be erected on any lot, that is not a waterfront lot, which does not comprise at least 1,200 ground floor square feet of floor space, exclusive of utility rooms, porches, garages and carports; and no building shall be erected on any waterfront lot, the main structure of which does not comprise at least 1,300 ground floor square feet of floor space, exclusive of utility rooms, porches, garages, and carports.
- (f) *Setbacks.*
- (1) *Front setback.* Buildings shall not be set back on the front except those erected on Ocean Drive (A1A) or Bougainville Drive which shall have the following setbacks:
    - a. Ocean Drive (A1A), front setback of not less than 50 feet from the centerline of said thoroughfare; and
    - b. Bougainville Drive, front setback of 25 feet from property line.
  - (2) *Side setback.*
    - a. Buildings erected on Blocks 5, 6, 13, and 14 siding on El Mar Drive shall have a side setback of eight feet from the respective property lines of said thoroughfare;

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- b. Buildings erected on Blocks 13, 14, 20 and 21 siding on Ocean Drive (A1A) shall have a side setback of not less than 50 feet from the centerline of said thoroughfare; and
  - c. Where windows are required or present along an interior side lot line, a setback of not less than five feet shall be provided;
  - d. Otherwise, buildings require no side setback.
- (3) *Rear setback:*
- a. No building or any part thereof shall be erected on any lot closer than ten feet from the rear lot line.
  - b. No building or any part thereof shall be erected on any lot closer than 30 feet from the rear lot line in the following designated areas:
    - 1. All of Block B except Lots 1, 2, 3, 12, 13, and 14 in Silver Shores Section of the Town of Lauderdale-By-The-Sea, Unit "A," according to the plat thereof, recorded in Plat Book 28, page 39, Public Records of Broward County, Florida. Lots 1, 2, 3, 12, 13, and 14 shall be required to comply with the rear setback described in subsection (3)(a) herein.
    - 2. All of Block E except Lots 1, 2, 3, 12, 13, and 14 of a subdivision of Track "D" of Silver Shores Section of the Town of Lauderdale-By-The-Sea, Unit "A," according to the plat thereof, recorded in Plat Book 29, page 21, Public Records of Broward County, Florida. Lots 1, 2, 3, 12, 13, and 14 shall be required to comply with the rear setback described in subsection (3)(a) herein.
    - 3. All of Blocks J and K except Lots 1, 2, 3, 12, 13, and 14 of Silver Shores Section of the Town of Lauderdale-By-The-Sea, Unit "B," according to the plat thereof, recorded in Plat Book 31, page 3, Public Records of Broward County, Florida. Lots 1, 2, 3, 12, 13, and 14 shall be required to comply with the rear setback described in subsection (3)(a) herein.
- (4) *Roof cornice setbacks.* Roof cornices, if ten feet or more above the sidewalk, may project over the public street, provided the roof cornices are set back a minimum of two feet from the curbline.
- (5) *Double front yard setbacks.* Double front yard setbacks shall not be required for buildings that extend from street to street on inside lots.
- (g) *Lot subdivision.* Subdivision of lots to a width less than 25 feet is prohibited.
- (h) Outside seating for restaurants, on private property other than a sidewalk, that is accessory to the primary restaurant use may be permitted subject to the following regulations:
- (1) *Permit required.* It shall be unlawful for any person to provide outside seating for a restaurant on private property within the Town without first obtaining a permit from the Town. The location of an outside seating area for a restaurant shall be approved by the Town Manager or designee.
  - (2) *Permit fee.* The fee for a permit for outside seating for a restaurant shall be as established by resolution of the Town Commission, shall be non-refundable, and shall accompany the outdoor seating application.
  - (3) *Permit application.* Application for a permit to provide outside seating for a restaurant shall be commenced by the filing of a complete application on a form provided by the Town with the Development Services Department. Such application shall include the following:
    - a. Name, address and telephone number of the applicant.
    - b. Name and address of business.

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- c. A copy of a valid Town of Lauderdale-By-The-Sea business tax receipt to operate a restaurant adjacent to the outside seating area which is the subject of the application.
  - d. An 8½ × 11 inch drawing or larger at a minimum scale of one inch equals 20 feet showing the following:
    - 1. The store front and all openings (doors, windows).
    - 2. The location and dimensions of the private property area being utilized for the outside seating area, including: structures located thereon; proposed location, dimension and number of tables, chairs, and umbrellas proposed within the outside seating area;
    - 3. Clear delineation of the boundary between private property and the public right-of-way;
    - 4. The location of tables and chairs complying with the Americans with Disabilities Act (ADA) standards.
  - e. When the outside seating area is visible from a public right-of-way, the application shall also include:
    - 1. Photographs and/or manufacturer brochures fully describing the appearance of all proposed chairs, tables, umbrellas and other private features, including but not limited to lighting to be used in the proposed outside seating area.
    - 2. A trash management and maintenance plan for the outside seating area, which shall include a plan for pickup and disposal of any trash or food on or around the tables and chairs or sidewalk, and periodic pressure cleaning of the area used for outside seating area. This plan shall ensure that the outside seating area is maintained in a neat and orderly appearance at all times and the area shall be cleared of all debris on a periodic basis during the day and at the close of each business day to ensure a healthy and safe environment.
  - f. Written consent from the building owner for the proposed outside seating area.
  - g. In the event the outside seating area is proposed in front of an adjacent owner's property, the applicant must provide written consent from the adjacent property owner for use of this area.
  - h. Non-refundable application fee.
- (4) *Permit Application Review.* The Town Manager or designee shall review applications for compliance with the standards and requirements set forth in this article as well as any other applicable Town Code provisions.
- a. No application shall be accepted until it is deemed complete.
  - b. The Town Manager or designee shall review the submitted application within 20 business days and either accept the application if it is complete or, if incomplete, reject the application with a written notice of incompleteness, specifying the data missing from the application.
  - c. If an application is rejected, the applicant may resubmit the application with the additional information required. Upon each resubmittal, the Town Manager or designee shall have ten business days to review the resubmitted application and either accept the application as complete or provide written notice of any corrections, revisions or deficiencies. This process shall continue until the applicant has submitted a complete application or demands that the application be reviewed as is, without further revisions.
  - d. If an applicant fails to provide the additional information as requested by the Town Manager or designee within 60 days of the request for additional information, the Town Manager or designee may deem the application to be withdrawn by the applicant and the application considered null

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and void. Upon request, the applicant shall be entitled to one 60-day extension, provided the extension request is granted prior to the expiration of the above referenced 60-day time period.

- e. For any application in which the outdoor seating area is not located directly in front the associated restaurant, the Town will send a courtesy notice to those businesses directly abutting the proposed outdoor seating. Any affected person may provide written comments to the Town Manager or designee within ten days of the date of the mailed notice, for the consideration of the Town Manager or designee. Failure to mail or receive such courtesy notice shall not affect actions taken under this article.
  - f. Prior to issuance of an outdoor seating permit or annual renewal, the Town Clerk shall certify that there are no outstanding fines, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property requesting an outdoor seating permit. An outdoor seating permit may not be issued until all outstanding fees and/or fines owed to the Town are paid in full.
  - g. The Town Manager or designee shall approve, approve with conditions, or deny an application based on the requirements of this article and compliance with the Town Code. Approval shall be in the form of an outdoor seating permit and as provided for in this article. A denial of an outdoor seating application shall be made in writing and shall provide the reasons for such denial. The applicant or an affected property owner whose property directly abuts the property, which is the subject matter of the application, may appeal the Town Manager or designee's decision on the outdoor seating permit application to the Town Commission.
- (5) *Location requirements.* The location of an outside seating area for a restaurant shall be subject to the following locational regulations:
- a. An outside seating area shall only be permitted on private property that is adjacent to a licensed restaurant business to which the permit is issued.
  - b. Tables and chairs shall not be permitted within a ten-foot proximity of bus stops, taxi stands, fire hydrants, a pedestrian crosswalk, driveway or handicap ramp.
  - c. The Town Manager or designee may permit an exception to the distance requirement of subsection b. above from ten feet to five feet where established pedestrian and tram paths shall not be obstructed and where public safety shall not be adversely affected.
  - d. Markers approved by the Town Manager or designee shall be embedded into the property to distinguish the approved boundaries of the outside seating area. This requirement may be waived by the Town Manager or designee if the proposed outside seating area is not on or adjacent to any private or public sidewalk, parking or other pedestrian area or the area is otherwise clearly delineated.
- (6) *Additional regulations for outside seating for a restaurant.*
- a. The outside seating area shall be accessory to and under the same ownership or control as the primary restaurant, which is operated within a permanently enclosed building located on the same or adjacent parcel. The outdoor seating permit shall be personal to the permittee only and shall not be transferrable. The outdoor seating permit issued shall be specific to the location and is not transferrable to another location.
  - b. Live and/or amplified music shall be prohibited within the confines of the outdoor seating area. Speakers emitting music from inside the restaurant or food store serving the outdoor seating area shall be placed and directed in such a manner that the music's amplification is directed internally into the restaurant or food store.
  - c. Food preparation shall only occur in the fully enclosed area of the licensed primary restaurant.

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- d. Hours of operation shall not exceed the hours of operation established for the principal licensed restaurant.
  - e. All fabrics shall be fire-retardant, pressure-treated or manufactured of fire resistive material.
  - f. No objects shall be permitted around the perimeter of the outside seating area that is occupied by tables and chairs which would have the effect of forming a physical or visual barrier discouraging the use of a sidewalk by the general public.
  - g. Additionally, when the outside seating area is visible from a public right-of-way:
    - 1. No tables, chairs, or any other part of an outside seating area shall be permanently attached, chained, or in any manner affixed to any tree, post, sign or other fixtures, curb or sidewalk within or near the permitted area.
    - 2. Tables, chairs, umbrellas, canopies, awnings, and any other objects utilized as part of the outside seating area shall be of quality design, materials, size, elevation and workmanship both to ensure the safety and convenience of users, and to enhance the visual quality of the urban environment.
    - 3. Design, materials and colors shall be approved by the Town Manager or designee prior to the issuance of the permit to allow the outside seating.
  - h. Shade structures.
    - 1. Umbrellas. Shall be no larger than eight and one-half feet in diameter and shall maintain a minimum vertical clearance from the sidewalk of not less than eight feet in height.
    - 2. Tents, canopies and pergolas or other similar structures are prohibited.
  - i. Outdoor seating. The maximum seating capacity shall be limited to one seat per ten square feet of outdoor seating area for chairs and one barstool seat per 24 inches of the linear outside bar area.
  - j. Greeting podiums and service stations.
    - 1. All furniture and fixtures, including any greeting podium and/or service station, shall remain within the confines of the designated outdoor seating area, located as close to the building as feasibly possible and shall not impede the public right-of-way.
- (7) Prior to issuance of a permit for outside seating, the Town Clerk shall certify that there are no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property requesting a permit for outside seating. A permit to allow outside seating will not be issued until all outstanding debts to the Town are paid in full.
- (8) Any primary restaurant which obtains a permit to have outside seating as an accessory use to the primary restaurant, pursuant to this section may redesign the face of their establishment to allow for doors or panels that permit the establishment to have open sides allowing for an indoor/outside restaurant design. Any proposed alterations, modifications or changes to the building shall require the issuance of a building permit, compliance with the Town Code and payment in full of all applicable fees.
- (i) *Specific conditional use requirements.*
- (1) *Convenience store criteria.* A convenience store may be permitted within the B-1 zoning district only on property that is located west of State Road A1A and subject to the following regulations:
- a. A convenience store shall have frontage on Commercial Boulevard;

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- b. A convenience store may not be located within 500 feet of any other convenience store, as measured by airline measurement from the main entrance to the main entrance of each place of business; and
  - c. A convenience store shall also be subject to the requirements of F.S. § 812.1701 as may be amended.
- (2) *Marina uses.* The Town may approve a conditional use for a marina, subject to all of the following requirements:
- a. *Application.* In addition to the standard site plan (if applicable), and conditional use application requirements, an application for a marina shall provide:
    - 1. A scaled drawing, or set of scaled drawings, containing the following information:
      - i. The dimensions of the proposed standard mooring area, marina mooring area, if applicable, and the navigational channel;
      - ii. Any existing or proposed boat slips and all structures in the proposed mooring area(s) and in the waterway within 100 feet of the proposed mooring areas;
      - iii. Upland buildings;
      - iv. Parking areas;
      - v. A table that details the uses on the upland property, the required number of parking spaces for those uses and the number of spaces available for the marina; and
      - vi. Any other information staff deems necessary to evaluate the conditional use application.
    - 2. The name, address, email address and phone numbers of the designated marina agent.
    - 3. A clean marina best practices plan (the "plan") for approval as part of the conditional use approval. The plan shall be based on the Florida Clean Marina Program's best management practices that are applicable for a marina of its type and services provided and will include a timeline for the implementation of each best practice.
  - b. *Approval.* Any Town Commission approval of a conditional use shall specifically identify the following:
    - 1. The dimensions of the marina mooring area and standard mooring area, as applicable, and the navigational channel in the waterway within 100 feet of the proposed marina mooring area.
    - 2. The area(s) designated for mooring or docking watercraft.
    - 3. The maximum number of watercraft to be moored or docked.
  - c. *Conditions of approvals.* In addition to any other conditions imposed by the Town Commission, the following requirements shall be included as conditions of the development order:
    - 1. The applicant shall provide a scaled drawing of the affected waterway that shows the approved marina mooring area, if applicable, the navigational channel and the standard mooring areas as approved by the Commission, which shall be an exhibit to the development order.



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2. The property owner shall keep the name, address, email address and phone numbers of the designated marina agent on file and current with the Town at all times. Such agent shall have the following duties:
    - i. Be available by phone 24 hours a day, seven days a week;
    - ii. Be able and willing to physically appear at the marina within three hours following notification from the Town of issues related to the marina use;
    - iii. Receive service of any notice of violation of the conditional use approval or the Code; and
    - iv. Monitor the marina at least weekly to assure continued compliance with the requirements of this section and the development approval.
  3. The marina shall maintain compliance with the clean marina best practices plan as approved by the Town Commission as part of the conditional use approval. The plan may be reviewed annually by the Town Commission and modifications may be required to ensure continued operation is consistent with current Florida Clean Marina best practices. Failure to adhere to the plan will be considered to be a material default of a conditional use permit.
  4. If the marina is or becomes eligible for certification as a Florida Clean Marina, then the marina shall be certified as a Florida Clean Marina by the Florida Department of Environmental Protection within nine months after either the conditional use approval date or the date of eligibility for certification and shall maintain such certification thereafter.
- (3) *Mixed use requirements.* The following provisions govern applications for approval of "mixed use" development as a conditional use in the B-1 district.
- a. *Purpose.* The purpose of encouraging mixed use development is to:
    1. Accommodate mixed use buildings with neighborhood-serving retail, service, and other commercial uses on the ground floor, and residential units above the non-residential space;
    2. Encourage development that exhibits the physical design characteristics of pedestrian-oriented, storefront-style shopping streets; and
    3. Promote the health and well-being of residents by encouraging physical activity, alternative transportation, and greater social interaction.
  - b. *Mixed use development on commercially designated parcels.* The Town may approve a conditional use for mixed use development on B-1 zoned property when the property has a commercial land use designation in the Broward County Land Use Plan, if all of the following requirements are met:
    1. Flexibility units are available, in accordance with section 30-100, Flexibility rules, of the Town Code;
    2. The number of units and floor area limitations of this section are satisfied for the residential uses; and
    3. The property is located within 250 feet of Commercial Boulevard measured by airline measurement from the Commercial Boulevard right-of-way line. If any portion of a property lies within the 250-foot measurement, the whole property shall be eligible for mixed use development.
  - c. *Limitations on residential uses.*

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1. *Maximum number of units.* No mixed use development may be assigned more than ten percent of the flexibility units in its flexibility zone. If ten percent of the units is not a whole number, it shall be rounded up to the next whole number.
  2. *Limitations on location of uses.*
    - i. Non-residential use or space is prohibited on or above any floor which contains any residential use or space.
    - ii. Residential use or space is prohibited on the ground floor.
  3. *Floor area and lot coverage.*
    - i. The residential floor area of the mixed use development shall not exceed 50 percent of the gross floor area of the building.
    - ii. No building which includes residential uses shall occupy an area greater than 70 percent of the entire lot.
    - iii. The required lot area per apartment or kitchen unit shall be not less than 800 square feet. The required floor area per apartment or kitchen unit shall not be less than 250 square feet minimum.
    - iv. The required floor area for a hotel room shall not be less than 200 square feet.
  4. *Affidavit of understanding.* Residential uses located east of A1A must include an affidavit of understanding, in a form acceptable to the Town Attorney regarding special event activity, street closures and noise ordinance waivers that periodically takes place downtown.
  5. *Lease notice requirement.* Residential uses east of State Road A1A must include the following notice to all tenants in all leases and contracts:

This unit is located in the core of downtown Lauderdale-By-The-Sea. Special event activities periodically take place in this area on the streets directly below this unit. On any given occasion, street closures may take place and the noise ordinance may be waived. Such circumstances and inconveniences are accepted as part of this agreement.
  6. *Rental restrictions.* Dwelling units that are used for rental purposes shall be limited as follows:
    - i. On properties with less than four dwelling units, short term rentals are permitted as an accessory use if a rental certificate is first obtained pursuant to section 30-327; or
    - ii. On properties located west of Seagrape Drive with more than four dwelling units, a minimum residency of 120 consecutive days is required.
- d. *Parking requirements.*
1. The total number of required off-street parking spaces for a mixed use development shall be equal to the sum of the required parking for each use as if provided separately.
  2. A minimum of one parking space per residential unit must be provided on-site.
  3. For a unit that combines both residential and non-residential uses, the total required parking will be equal to the parking required for the non-residential use only. See sections 30-314 through 30-324 regarding off-street parking.

- 
- e. *Landscaping and open space requirements.* Mixed use developments shall be required to meet the vehicular use area requirements as provided in article VII, Landscape Code, of chapter 30, Unified Land Development Regulations, for non-residential uses.
- (4) Paid private parking may be approved as a conditional use subject to the following:
- a. During business operational hours, only non-required parking spaces may be used as paid private parking.
  - b. After business hours, required parking may also be used for paid private parking.
  - c. The price for parking shall be displayed at all times paid private parking is available in the manner approved by the Town Manager.
- (5) *Call center requirements.* The following provisions govern applications for approval of call centers as a conditional use in the B-1 district.
- a. The applicant for a call center conditional use shall provide to the Town an operational plan containing information needed to assess the potential impact on parking and traffic, including the number of employees, a shift schedule including the maximum number of employees arriving from and leaving the call center during the shift change and any steps that may be proposed for mitigating parking and/or traffic impacts. Examples of mitigation measures include shifts schedules to avoid arriving and leaving at peak traffic hours, and providing incentives for employees using public transportation or ridesharing arrangements.
  - b. If determined by the DSD to be necessary, submittal of a traffic impact statement and/or parking study may be required to ensure that adequate parking will be available. If such traffic statement or parking study is required, the applicant shall be responsible for any costs incurred by the Town in reviewing such statement or study.
- (6) *Waterfront hotel criteria.* A waterfront hotel may be permitted within the B-1 zoning district only on properties containing frontage located on or adjacent to intra-coastal, canal or ocean water bodies and subject to the following regulations:
- a. A waterfront hotel may provide the following permitted accessory uses for guests and residents: restaurants, gift shops, retail stores, personal service shops, parking and convention facilities. Such uses shall be located within the principal building(s) although outside seating may be provided in conjunction with a restaurant, as specified in subsection 30-271(h). A minimum of 30 percent of the total building square footage shall be dedicated to permitted accessory retail commercial uses located on the ground floor within the principal building(s) and shall contain ground floor storefront facing the primary street. If the property is a corner lot, there must be a ground floor storefront facing both streets.
  - b. Bicycle parking when accessory to a hotel use, shall be permitted in lieu of providing required off-street parking, as specified in section 30-318.
  - c. A waterfront hotel, including all permitted accessory uses, shall provide a minimum 60 percent of the required parking to be located on-site. The remainder of required on-site parking may be satisfied by utilizing the Town PILOP program, as specified in section 30-321. The use of Town property for overflow valet parking may only be permitted pursuant to a license agreement approved by the Town.
  - d. Waterfront hotel rooms shall be a minimum of 200 square feet in gross floor area exclusive of bathrooms, toilets, closets or similar appurtenances.
  - e. A waterfront hotel rooftop may only be used for passive recreation as specified in subsection 30-313(y).

- 
- f. Notwithstanding the minimum side and rear setback requirements established pursuant to subsection 30-271(f) for properties within the B-1 zoning district, the minimum side and rear setback requirements for properties developed with waterfront hotel uses shall be the same as those zoning district setback requirements established for neighboring properties which share a common lot line with another lot or parcel of land.
- (j) *Massage therapists—Supplemental regulations.*
- (1) *Massage therapist certificate required.* No establishment shall offer or provide massage services without obtaining a massage therapist certificate issued pursuant to this subsection (j), and maintaining such certificate. All persons providing massage services at the establishment shall be duly licensed under F.S. § 480.041 et seq.; approved as a massage therapy apprentice as defined in F.S. § 480.033, or possess another valid health care practitioner license duly issued by the Florida Department of Health pursuant to F.S. ch. 456.
- a. *Application for businesses.* All establishments providing massage services as defined within this Code shall apply for a massage therapist certificate from the Town. Any establishment applying for a massage therapist certificate shall include the following information on a form provided by the Town:
1. Proof of valid Florida Board of Massage Therapy license issued to the establishment in accordance with F.S. § 480.043 et seq.; and
  2. Proof of valid Florida Board of Massage Therapy or other state health care practitioner license for all personnel providing massage services at the establishment, in accordance with F.S. § 480.041 et seq. or F.S. ch. 456; or proof of Florida Board of Massage apprenticeship approval as defined in F.S. § 480.033, if applicable; and
  3. Proof of valid Florida driver's license or other government-issued identification for every person and massage therapist working at the establishment.
- b. *Term of massage therapist certificate for businesses.* Once issued, a massage therapist certificate shall remain valid for a period of one year, or until there is a change of the use, ownership, name, location of the establishment from that specified on the approved certificate, or until such time that the Town-issued business tax receipt (BTR) expires.
1. The operator of any massage establishment that holds a certificate shall submit an application to renew the certificate within 30 days prior to the expiration date of the current certificate in order to continue operating.
  2. When there is a change of the use, ownership, business name, or establishment name, or establishment location from that specified on the approved certificate, a new certificate shall be required.
- c. *Requirement to supply updated information.* In the first week of each quarter during the term of a massage therapist certificate, each establishment holding a certificate shall supply the Town with the following information on a form and in the manner prescribed by the Town:
1. Revocation, expiration, or change to the status of the state licenses described in subsection a. above; and
  2. Updated state driver's license or other government-issued identification information for all personnel providing massage services at the establishment, including new staff members.
  3. Proof of valid licensure of any new employees within seven days of employment, regardless of monthly report due date.

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- d. *Display of certificate.* Establishments shall display the valid certificate in a place easily visible to any person entering the establishment and shall maintain proof of valid licenses and identification of each staff member on the premises of the establishment at all times during operation.
- e. *Revocation.*
1. *Grounds for revocation.* The following shall be nonexclusive grounds for revocation of a massage therapist certificate:
    - i. Noncompliance with any provision of this subsection (j); or
    - ii. Noncompliance with F.S. ch. 480; or
    - iii. The Town's determination that issuance of a certificate was granted based upon false information, misrepresentation of fact, or mistake of fact by the representative of the establishment holding the certificate, or his or her agent; or
    - iv. Failure to remain "in good standing" as defined herein.
  2. *Revocation procedure.* In the event the Town determines there are grounds for revocation, the Town shall schedule a hearing before the Town Manager and notify the certificate holder in writing and the grounds upon which such action is proposed, no less than seven days prior to the date of the hearing. In the event of an emergency the hearing may be held no less than 24 hours after notice to the certificate holder. Notice shall be deemed given when a notice has been properly addressed to the address as provided by the certificate holder on the certificate application, stamped and deposited in a U.S. Postal depository or collected by an employee of the U.S. Postal Service. Emergency notice shall be attempted by all available avenues including hand delivery. Proof shall be by clear and convincing evidence.

The Town Manager may:

    - i. Find no violation;
    - ii. Temporarily suspend the certificate for a time period as determined appropriate by the Town Manager;
    - iii. Revoke the certificate for the remainder of its term.
    - iv. Depending on the facts and circumstances, the Town Manager may suspend or revoke a license immediately subject to appeal as provided herein. Such appeal shall not stay the revocation or other action of the Town Manager.

A finding of violation twice within a one-year period shall require revocation of the license for the remainder of its term. Nothing in this subsection (j) shall take away other enforcement powers of the Town, Special Magistrate or any other agency provided by the Code or statute.
- f. *Exemptions.* Massage services in state-licensed hospitals and hospices, or those massages provided by a massage therapist acting under the direction of a licensed medical provider or practitioner, shall be exempt from the massage therapist certificate requirements of this subsection (j).
- (2) *Penalties.* Violations of this subsection (j) shall be punishable in a manner to be prescribed by the Town and may result in the revocation or suspension of a massage therapist certificate, the imposition of fines, or any other penalty applicable pursuant to any other law.
- (3) *"In good standing" defined.* For purposes of this subsection (j), the term "in good standing" means:

- 
- a. That the applicant's state license is current;
  - b. That the applicant's state license will not expire during the fiscal year for which the massage therapy services certificate is issued (or if such the case, that a renewal for the state license has been filed);
  - c. That there are no pending Department of Health Administrative complaints against the applicant which seek permanent revocation or suspension of the applicant's state license;
  - d. That there are no pending Department of Health Administration complaints against the applicant's state license seeking a restriction of practice or placement on probation (the Town may disregard this evidence if it receives a resolution from the Board of Massage Therapy, or a letter from the Executive Director of the Department of Health indicating that the remedy sought will not preclude the applicant from pursuing the massage therapy services certificate); and
  - e. That the applicant is not being prosecuted, and does not have criminal charges pending at the state or federal prosecutor, at the time the Town must approve or deny the application for the massage therapist certificate.

(k) *Pet stores, supplemental regulations.*

(1) *Definitions.*

*Animal care facility* means an animal control center or animal shelter, maintained by or under contract with any state, county, or municipality, whose mission and practice is, in whole, or significant part, the rescue and placement of animals in permanent homes or rescue organizations, and which does not obtain animals from a breeder or broker for payment or compensation.

*Animal rescue organization* means any not-for-profit organization which has tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code, whose mission and practice is, in whole or in significant part, the rescue, sheltering and placement of animals in permanent homes or whose primary purpose is the prevention of cruelty to animals. This term does not include an entity that breeds or brokers animals or obtains animals from breeders or brokers for payment or compensation.

*Certificate of source* means a document from the source and declaring the source of origin of a dog or cat showcased on the premises. A certificate of source shall include at a minimum: (i) a brief description of the dog or cat, the name, address, telephone number, and e-mail address of the source of the dog or cat; and (ii) the pet store's certification of the accuracy of the certificate.

*Pet store* means a retail establishment where dogs or cats are sold, exchanged, bartered, offered for sale or adoption, advertised for sale, auctioned, given away or otherwise disposed of as pet animals to the general public at retail, including by appointment. Such definition shall not include an animal care facility or animal rescue organization, as defined herein.

*Showcase* means that an animal care facility or animal rescue organization temporarily displays to the public an adoptable dog or cat at a pet store, in order to facilitate the adoption of the dog or cat from that organization or facility. Dogs or cats may only be showcased during the hours of operation of the pet store, and shall be returned to the organization or facility during the hours that the pet store is closed.

- (2) *Prohibition.* It is prohibited and unlawful for a pet store to offer, deliver, offer for sale, barter, auction, rent, lease, give away, or otherwise transfer or dispose of a dog or cat in the Town.
- (3) *Exception.* Nothing in this section shall prohibit pet stores from collaborating with animal care facilities or animal rescue organizations to offer space for such entities to showcase adoptable dogs or cats, provided the pet store shall not have any ownership interest in the dogs or cats offered for adoption and shall not receive a fee for providing space for the adoption of any of these dogs or cats.

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- (4) *Certificate of source.* A pet store shall post and maintain in a conspicuous place, on or within three feet of each dog's or cat's kennel, cage or enclosure, a certificate of source for each dog or cat being showcased at a pet store. Falsification of a certificate of source by a pet store, pet store operator, or any other person is hereby declared unlawful.
  - (5) *Record-keeping.* Pet stores shall maintain records, stating the name, address, telephone number and emails of the animal care facility or animal rescue organization that showcase from which each dog or cat was acquired for one year following the date of acquisition and maintaining a copy of the previous year. These records are subject to inspection by a Town official charged with enforcing these provisions upon request.
  - (6) *Applicability to existing pet stores.* Any pet store operating in conformance with a Town conditional use approval issued prior to the adoption of this section may continue to operate in accordance with that approval and with all applicable laws. If the pet store ceases operation for more than 60 days or if the conditional use is revoked by the Town or otherwise invalidated, then the pet store shall thereafter conform to the requirements of this section.
  - (7) *Penalty.* Any person who violates this section is subject to enforcement pursuant to Section 1-12 of this Code.

(Ord. No. 316, § 1, 1-9-90; Ord. No. 348, § 2, 6-14-94; Ord. No. 363, § 2, 3-28-95; Ord. No. 2004-08, § 2, 6-22-04; Ord. No. 2004-12, § 8-10-04; Ord. No. 2005-15, § 2, 11-22-05; Ord. No. 2007-11, § 2, 9-25-07; Ord. No. 2007-14, § 2(Exh. A), 9-25-07; Ord. No. 2009-10, § 6, 7-28-09; Ord. No. 2009-36, § 3, 2-23-2010; Ord. No. 2010-15, § 3, 11-9-2010; Ord. No. 2011-09, § 3, 5-24-2011; Ord. No. 2012-01, § 4, 3-27-2012; Ord. No. 2012-15, § 3, 10-9-2012; Ord. No. 2014-13, § 2, 10-28-2014; Ord. No. 2015-17, § 4, 5-24-2016; Ord. No. 2017-03, § 3, 3-28-2017; Ord. No. 2017-07, § 2, 6-13-2017; Ord. No. 2019-07, § 2, 9-12-2019; Ord. No. 2020-01, § 2, 2-11-2020; Ord. No. 2020-09, § 2, 11-10-2020; Ord. No. 2021-10, § 2, 1-11-2022)

### **Sec. 30-272. Reserved.**

Editor's note(s)—Ord. No. 2012-15, § 3, adopted Oct. 9, 2012, renumbered former § 30-272 as subsection 30-271(j). The former § 30-272 derived from Ord. No. 316, § 1, 1-9-90; Ord. No. 2007-14, § 2(Exh. A), 9-25-07; Ord. No. 2011-01, § 2, 3-8-2011; Ord. No. 2011-02, § 2, 3-22-2011.

### **Sec. 30-273. Reserved.**

Editor's note(s)—Ord. No. 2012-15, § 3, adopted Oct. 9, 2012, renumbered former § 30-273 as subsection 30-271(k). The former § 30-273 derived from Ord. No. 316, § 1, 1-9-90; Ord. No. 2007-14, § 2(Exh. A), 9-25-07.

### **Secs. 30-274—30-280. Reserved.**



# LAUDERDALE•BY•THE•SEA

## Universal Development Application

AUG 16 '24 15:27



4501 N. OCEAN DRIVE, LAUDERDALE-BY-THE-SEA, FL 33308  
(954)-640-4210  
[ZONING@LBTS-FL.GOV](mailto:ZONING@LBTS-FL.GOV)  
M-F 8:30-4:30 PM

### Administrative Purpose

Application Number: 2024 - AAD - 01

BTR #: \_\_\_\_\_

Date Application Submitted: 8/14/2024

Date Application found Completed: 8/19/2024

Pre-Application Meeting Date: \_\_\_\_\_

Non-Refundable Application Fee: \$ 900.00

Cost Recovery Fee: \$ 400.00

In accordance with Section 30.111-30.113 of the Town's Unified Land Development Regulations: Development applications are required to be provided before any development permit is issued. Please refer to the Town's website to obtain a copy of the corresponding Application Checklist and Fee Schedule.

Check appropriate application and block:

- |                                                                                                             |                                                         |
|-------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Appeal of Administrative Decision                                                  | <input type="checkbox"/> Historic Designation           |
| <input type="checkbox"/> Site Plan                                                                          | <input type="checkbox"/> Certificate of Appropriateness |
| <input type="checkbox"/> Site Plan Level 1 Modification                                                     | <input type="checkbox"/> Zoning Relief                  |
| <input type="checkbox"/> Site Plan Level 2 Modification                                                     | <input type="checkbox"/> Rezoning                       |
| <input checked="" type="checkbox"/> Conditional Use <u>Natural wellness, vitamin &amp; Supplement store</u> | <input type="checkbox"/> Right-of-Way Vacation          |
| <input type="checkbox"/> Conditional Use Modification _____                                                 | <input type="checkbox"/> Comprehensive Plan Amendment   |
| <input type="checkbox"/> Administrative Adjustment _____                                                    | <input type="checkbox"/> Payment in Lieu of Parking     |
| <input type="checkbox"/> Variance _____                                                                     | <input type="checkbox"/> Parking Reduction _____        |
| <input type="checkbox"/> Plat _____                                                                         | <input type="checkbox"/> Other: _____                   |
| <input type="checkbox"/> Architectural Review _____                                                         |                                                         |

Project Name: Elite CBD

Folio Numbers: 4943 18 05 0160

Street Address: 238 Commercial Blvd. #2 LBS 33308

Legal Description: Silver Shores Unit A 28-39 B Lot 10 BLK B

Name of Property Owner: Vestor Venturino Property Owner's Phone #: 954 309 6977

Address of Property Owner: 1699 Las Casas Road Boca Raton FL 33486

Property Owner's Email Address: \_\_\_\_\_

Name of Applicant: Aviv Fhima <sup>Elite CBD</sup> Applicant's Phone #: 954-9182003

Applicant's Address: 1200 Hibiscus Ave #1802 Pompano Beach 33062

Applicant Email Address: Aviv.Fhima@gmail.com

Name of Agent (e.g. Contractor Representing the Project): Gary M. Carmen

Agent's Email Address: Gary.carmen@gary-robinson.com Agent's Phone #: 305-913 03 57

Agent's Address: 333 SE 2nd Ave #3200 Miami FL 33131

Land Use Plan Designation: \_\_\_\_\_ Zoning District: \_\_\_\_\_

Existing Use of the Subject Property: Vacant

Proposed Use of the Subject Property: Natural wellness, vitamin & Supplement Store

**APPROVAL OF WAIVER OF TIME ALLOWED TO REVIEW APPLICATION**

I Aviv Fhima (Applicant/ Property Owner) hereby waive my rights as to the required review time stated in House Bill 7103 as it relates to time limits to review applications for approval of a development permit or development order.

Print Name of Property Owner: N.L.V. Inc. Nestor Ventorino Date: 8.16.24

Signature of Property Owner: \_\_\_\_\_

**DEVELOPMENT APPLICATION SIGNATURE SECTION**

**Property Owner**

Print Name of Property Owner: N.L.V. Inc. Nestor Ventorino Date: 8.16.24

Signature of Property Owner: \_\_\_\_\_

State of Florida: \_\_\_\_\_

County: \_\_\_\_\_

SWORN AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization, this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_.

The person signing is ☐ personally known to me or has ☐ produced identification

Print Notary Name: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

Notary Signature: \_\_\_\_\_

**Applicant**

Print Name of Property Owner: Aviv Fhima Date: 8.16.24

Signature of Property Owner: \_\_\_\_\_

State of Florida: \_\_\_\_\_

County: \_\_\_\_\_



SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this day

16<sup>th</sup> of Aug., 2024

The person signing is ☒ personally known to me or has ☐ produced identification

Print Notary Name: Daisa Nolasco My Commission Expires: 5.17.26

Notary Signature: *Daisa Nolasco*



5/28/2020  
Universal Application



TWENTY-FOUR SEVEN CBD LLC.

DBA: Elite CBD Life

1200 Hibiscus Ave. #1802

Pompano Beach, FL 33062

954-918-2003

[EliteCBDelish@gmail.com](mailto:EliteCBDelish@gmail.com)

Date: 08/21/2024

Town of Lauderdale-by-the-Sea

Zoning and Planning

4501 N. Ocean Drive

Lauderdale-by-the-Sea, FL 33308

Re: Appeal of Denial for Elite] CBD Store

Dear Jhanelle,

I am writing to formally appeal the recent denial of my application to open a CBD store in the Silver Shores of Lauderdale-by-the-Sea. Below, I have addressed each required element of the appeal:

### 1. Statement of the Provision in Question: The provision in question is the interpretation of the permitted uses within the Silver Shores as outlined in the Lauderdale-by-the-Sea zoning code. Specifically, whether my proposed CBD store falls under the category of a "drug store/pharmacy" or a similar use that is permitted within this zoning district.

### 2. Interpretation, Application, or Determination Made by the Administrative Official: The administrative official determined that a CBD store does not fall within the permitted use categories in the Silver Shores, specifically not qualifying under the "drug store/pharmacy" classification or any similar use.

### 3. Applicant's Interpretation, Application, or Determination: I, as the applicant, assert that my CBD store should be classified as a "drug store/pharmacy" or a similar use within the permitted uses for the following reasons: - The primary purpose of my store is to sell health and wellness products, specifically CBD products, which are used by customers for therapeutic and medicinal purposes. - My store will offer products similar to those found in traditional drug stores, such as over-the-counter supplements, creams, and other wellness products. - Like a drug store, my business will focus on promoting health, wellness, and pain relief, which aligns with the intent of the "drug store/pharmacy" category.

### 4. Reason for Believing the Interpretation is Correct in Law or Fact: I believe my interpretation is correct for the following reasons: - \*\*Legal Similarity:\*\* The products sold at my

CBD store are legally recognized and are often carried by drug stores and pharmacies across the state. The focus on health and wellness products is a defining characteristic of a drug store/pharmacy. - **\*\*Zoning Intent:\*\*** The intent of the zoning code is to allow businesses that serve the health and wellness needs of the community. My store aligns with this intent by providing legal, health-focused products to the public. - **\*\*Precedent and Regulatory Compliance:\*\*** Many jurisdictions within the state categorize CBD stores under the same or similar zoning categories as drug stores or health shops, recognizing their role in public health. - **\*\*Public Need and Benefit:\*\*** The community benefits from having access to alternative health products, and my store would fulfill a growing demand for CBD products, which are widely recognized for their therapeutic benefits.

### 5. Hardship and Community Benefit: I would also like to highlight that the current state of the property presents a hardship to the city, as it may be underutilized or not contributing fully to the economic and social vibrancy of the area. By allowing a natural health store like mine to operate in this space, the city would benefit in several ways: - **\*\*Enhanced Economic Activity:\*\*** My store will attract customers to the plaza, increasing foot traffic and potentially benefiting neighboring businesses. This can help revitalize the area and improve the overall economic health of the plaza. - **\*\*Public Health and Wellness:\*\*** Offering natural health products aligns with the growing demand for alternative wellness options, meeting the needs of the community in a positive way. - **\*\*Compliance with Zoning Intent:\*\*** My business aligns with the intent of the zoning district, which aims to foster establishments that contribute to the health and well-being of residents. Given these considerations, I believe that approving my application will not only address a current hardship but also bring significant benefits to the zoning district and the community as a whole.

### 6. Community Education and Outreach: In addition to the economic and health benefits, our store is committed to serving as an educational resource for the community. We recognize that there is currently limited knowledge about natural health and wellness, particularly regarding CBD and its health benefits. Our goal is to bridge this gap by providing educational materials, workshops, and consultations that will inform the community about the safe and effective use of CBD products. By fostering a better understanding of natural health options, we aim to empower residents to make informed decisions about their wellness. This educational component aligns with the broader mission of promoting public health and can significantly enhance the community's overall well-being.

Given these points, I request that the town reconsider the classification of my business and approve the application to open a CBD store in the Silver Shores.

Thank you for your consideration of this appeal. I am available to discuss this matter further if needed.

Sincerely,

Ester Fhima



WILTON SIMPSON  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Food Safety

**ANNUAL FOOD PERMIT  
HEMP FOOD ESTABLISHMENT**

Chapter 500, Florida Statutes  
Rule Chapter 5K-4.020 Florida Administrative Code  
(850) 245-5520 | [www.FDACS.gov](http://www.FDACS.gov)

July 10, 2024

**Twenty Four Seven CDB**  
1200 Hibiscus Ave Apt 1802,  
Pompano Beach, FL 33062-6538

**PERMIT TYPE:** 140  
**PERMIT NUMBER:** 2025-N-2139439  
**FOOD ENTITY NUMBER:** 422168

**PERMITTED LOCATION ADDRESS:**  
Elite CBD  
238 Commercial Blvd  
Fort Lauderdale, FL 33308-1067

**The attached permit will expire on July 9, 2025**

This annual food permit must be detached and shall be displayed in a conspicuous location at the permitted location.  
Failure to conspicuously display the permit may result in administrative action for violation of 5K - 4.020, F.A.C.

The renewal fee for all food permits shall be the same as the food permit fee required by subsection 5K-4.020(4), F.A.C., and shall be due annually on or before July 9. A late fee of \$100 will be imposed in accordance with Chapter 500, F.S., if the renewal fee for this food establishment is received by the Department after July 9. This fee is in addition to the food permit fee required by subsection 5K-4.020(4), F.A.C. It is the business owner's responsibility to ensure the accuracy of their account. Rule 5K-4.020(7), F.A.C., requires food establishments to notify the department within 30 days of closing. Updates to the owner contact information, email, and mailing addresses can be made at <https://foodpermit.fdacs.gov> or at (850) 245-5520.

**THIS FOOD PERMIT IS NOT TRANSFERABLE**

FDACS-14414 Rev. 08/23



WILTON SIMPSON  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Food Safety

**2025**

**ANNUAL FOOD PERMIT  
HEMP FOOD ESTABLISHMENT**

Chapter 500, Florida Statutes  
Rule Chapter 5K-4.020 Florida Administrative Code  
(850) 245-5520 | [www.FDACS.gov](http://www.FDACS.gov)

**PERMIT TYPE:** 140  
**FOOD ENTITY NUMBER:** 422168

**EXPIRATION DATE:** July 9, 2025

**LOCATION:**  
Elite CBD  
238 Commercial Blvd  
Fort Lauderdale, FL 33308-1067

**OWNER:**  
Twenty Four Seven CDB  
1200 Hibiscus Ave Apt 1802,  
Pompano Beach, FL 33062-6538

This permit must be conspicuously displayed at the permitted location. Rule 5K-4.020(7), F.A.C., requires food establishments to notify the department within 30 days of closing.

**THIS FOOD PERMIT IS NOT TRANSFERABLE**

FDACS-14414 Rev. 08/23



**Sec. 30-531. Appeals from administrative decisions.**

- (a) The party aggrieved by a decision of an administrative official in the interpretation and application of this chapter shall file an appeal under this section.
- (b) Unless otherwise provided in this chapter, no application for interpretation shall be permitted with regard to an application which is pending before the Town Commission for review, it being the intent of these appeal provisions that this process not be used as a substitute for review of decisions made by the Town Commission. Any appeals arising from related matters, such as an appeal of an interpretation on a site plan and an appeal of an interpretation related to the application of architectural design standards to structures proposed to be built on the site plan, shall be heard concurrently with the related matter by the Town Commission.
- (c) No appeal may be considered under this section where the appeal is filed more than 30 days after issuance or denial of the permit in question. No appeal may be considered under this section where the appeal is filed more than 30 days from the date the applicant knew or with reasonable diligence should have known of the decision which forms the basis of the appeal.
- (d) Application. An application for an appeal from an interpretation, application or determination made by an administrative official in the enforcement of this chapter shall include:
  - (1) A statement as to each provision of this chapter which is in question;
  - (2) The interpretation, application or determination made by the administrative official or department from which the applicant appeals;
  - (3) A statement of the interpretation, application or determination of law or fact advanced by the applicant; and
  - (4) The reason why the applicant believes his or her interpretation, application or determination is correct in law or fact.
- (e) Review process.
  - (1) *Department review.* The DSD shall prepare a report which shall include:
    - a. The Department's agreement or disagreement with the applicant's statement of the law or fact in question;
    - b. The interpretation of the Department with regard to the law or fact in question;
    - c. The basis for the Department's interpretation; and
    - d. The reason why the Department believes its interpretation, application or determination is correct in law or fact.
  - (2) *Process.* The application shall be processed as a Level 2 review—with review and recommendation by the Planning and Zoning Board.
  - (3) *Criteria.* The criteria for review is whether the administrative interpretation, application or determination at issue is clearly erroneous.
- (f) Order. The final order of the Town Commission shall either affirm, in whole or in part, the interpretation, application or determination made by the administrative official as correct in accordance with the above criteria, or reverse, in whole or in part, the interpretation, application or determination made by the administrative official as incorrect in accordance with the above criteria.
- (g) Effective date of order. The final order shall take effect 30 days from the date of filing of the executed order with the Town Clerk.

- 
- (h) Effect of order. Upon entry of a final order, the law or fact as interpreted by the Town Commission shall be applicable to all applications for a development permit which have not been reviewed by the Town Commission.

(Ord. No. 2014-08, § 3, 7-7-2014; Ord. No. 2020-08, § 4, 10-13-2020)

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# The 2024 Florida Statutes

## [Title XXXII](#)

### REGULATION OF PROFESSIONS AND OCCUPATIONS

## [Chapter 465](#)

### PHARMACY

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#### CHAPTER 465 PHARMACY

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- 465.1901 Practice of orthotics and pedorthics.
- 465.1902 Prescription Drug Donation Repository Program.
- 465.001 Short Title.—This chapter shall be known as the "Florida Pharmacy Act."
- History.—ss. 1, 7, ch. 79-226; ss. 2, 3, ch. 81-318; ss. 26, 27, ch. 86-256; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429.
- 465.002 Legislative findings; intent.—The Legislature finds that the practice of pharmacy is a learned profession. The sole legislative purpose for enacting this chapter is to ensure that every pharmacist practicing in this state and every pharmacy meet minimum requirements for safe practice. It is the legislative intent that pharmacists who fall below minimum competency or who otherwise present a danger to the public shall be prohibited from practicing in this state.
- History.—ss. 1, 7, ch. 79-226; ss. 2, 3, ch. 81-318; ss. 1, 26, 27, ch. 86-256; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429.
- 465.003 Definitions.—As used in this chapter, the term:
- (1) "Acute and postacute hospital care at home" means acute and postacute health care services provided in a clinically qualified patient's permanent residence, as defined in s. 196.012(17), through a program approved by the Centers for Medicare and Medicaid Services and the Agency for Health Care Administration.
- (2) "Administration" means the obtaining and giving of a single dose of medicinal drugs by a legally authorized person to a patient for her or his consumption.
- (3) "Automated pharmacy system" means a mechanical system that delivers prescription drugs received from a Florida licensed pharmacy and maintains related transaction information.
- (4) "Board" means the Board of Pharmacy.
- (5) "Central distribution facility" means a facility under common control with a hospital holding a Class III institutional pharmacy permit that may dispense, distribute, compound, or fill prescriptions for medicinal drugs; prepare prepackaged drug products; and conduct other pharmaceutical services.
- (6) "Centralized prescription filling" means the filling of a prescription by one pharmacy upon request by another pharmacy to fill or refill the prescription. The term includes the performance by one pharmacy for another pharmacy of other pharmacy duties such as drug utilization review, therapeutic drug utilization review, claims adjudication, and the obtaining of refill authorizations.
- (7) "Common control" means the power to direct or cause the direction of the management and policies of a person or an organization, whether by ownership of stock, voting rights, contract, or otherwise.
- (8) "Compounded sterile product" means a drug that is intended for parenteral administration, an ophthalmic or oral inhalation drug in aqueous format, or a drug or product that is required to be sterile under federal or state law or rule, which is produced through compounding, but is not approved by the United States Food and Drug Administration.
- (9) "Compounding" means combining, mixing, or altering the ingredients of one or more drugs or products to create another drug or product.
- (10) "Consultant pharmacist" means a pharmacist licensed by the department and certified as a consultant pharmacist pursuant to s. 465.0125.
- (11) "Data communication device" means an electronic device that receives electronic information from one source and transmits or routes it to another, including, but not

limited to, any such bridge, router, switch, or gateway.

(12) "Department" means the Department of Health.

(13) "Dispense" means the transfer of possession of one or more doses of a medicinal drug by a pharmacist to the ultimate consumer or her or his agent. As an element of dispensing, the pharmacist shall, prior to the actual physical transfer, interpret and assess the prescription order for potential adverse reactions, interactions, and dosage regimen she or he deems appropriate in the exercise of her or his professional judgment, and the pharmacist shall certify that the medicinal drug called for by the prescription is ready for transfer. The pharmacist shall also provide counseling on proper drug usage, either orally or in writing, if in the exercise of her or his professional judgment counseling is necessary. The actual sales transaction and delivery of such drug shall not be considered dispensing. The administration shall not be considered dispensing.

(14) "Institutional formulary system" means a method whereby the medical staff evaluates, appraises, and selects those medicinal drugs or proprietary preparations which in the medical staff's clinical judgment are most useful in patient care, and which are available for dispensing by a practicing pharmacist in a Class II or Class III institutional pharmacy.

(15) "Medicinal drugs" or "drugs" means those substances or preparations commonly known as "prescription" or "legend" drugs which are required by federal or state law to be dispensed only on a prescription, but shall not include patents or proprietary preparations as hereafter defined.

(16) "Nuclear pharmacist" means a pharmacist licensed by the department and certified as a nuclear pharmacist pursuant to s. 465.0126.

(17) "Outsourcing facility" means a single physical location registered as an outsourcing facility under the federal Drug Quality and Security Act, Pub. L. No. 113-54, at which sterile compounding of a drug or product is conducted.

(18) "Patent or proprietary preparation" means a medicine in its unbroken, original package which is sold to the public by, or under the authority of, the manufacturer or primary distributor thereof and which is not misbranded under the provisions of the Florida Drug and Cosmetic Act.

(19) "Pharmacist" means any person licensed pursuant to this chapter to practice the profession of pharmacy.

(20)(a) "Pharmacy" includes a community pharmacy, an institutional pharmacy, a nuclear pharmacy, a special pharmacy, and an Internet pharmacy.

1. The term "community pharmacy" includes every location where medicinal drugs are compounded, dispensed, stored, or sold or where prescriptions are filled or dispensed on an outpatient basis.

2. The term "institutional pharmacy" includes every location in a hospital, clinic, nursing home, dispensary, sanitarium, extended care facility, or other facility, hereinafter referred to as "health care institutions," where medicinal drugs are compounded, dispensed, stored, or sold.

3. The term "nuclear pharmacy" includes every location where radioactive drugs and chemicals within the classification of medicinal drugs are compounded, dispensed, stored, or sold. The term "nuclear pharmacy" does not include hospitals licensed under chapter 395 or the nuclear medicine facilities of such hospitals.

4. The term "special pharmacy" includes every location where medicinal drugs are compounded, dispensed, stored, or sold if such locations are not otherwise defined in this subsection.

5. The term "Internet pharmacy" includes locations not otherwise licensed or issued a permit under this chapter, within or outside this state, which use the Internet to communicate with or obtain information from consumers in this state and use such communication or information to fill or refill prescriptions or to dispense, distribute, or otherwise engage in the practice of pharmacy in this state. Any act described in this definition constitutes the practice of the profession of pharmacy.

(b) The pharmacy department of any permittee shall be considered closed whenever a Florida licensed pharmacist is not present and on duty. The term "not present and on duty" shall not be construed to prevent a pharmacist from exiting the prescription department for the purposes of consulting or responding to inquiries or providing assistance to patients or customers, attending to personal hygiene needs, or performing any other function for which the pharmacist is responsible, provided that such activities are conducted in a manner consistent with the pharmacist's responsibility to provide pharmacy services.

(21) "Pharmacy intern" means a person who is currently registered in, and attending, a duly accredited college or school of pharmacy, or who is a graduate of such a school or college of pharmacy, and who is duly and properly registered with the department as provided for under its rules.

(22) "Practice of the profession of pharmacy" includes compounding, dispensing, and consulting concerning contents, therapeutic values, and uses of any medicinal drug; consulting concerning therapeutic values and interactions of patent or proprietary preparations, whether pursuant to prescriptions or in the absence and entirely independent of such prescriptions or orders; and conducting other pharmaceutical services. For purposes of this subsection, the term "other pharmaceutical services" means monitoring the patient's drug therapy and assisting the patient in the management of his or her drug therapy, and includes reviewing, and making recommendations regarding, the patient's drug therapy and health care status in communication with the patient's prescribing health care provider as licensed under chapter 458, chapter 459, chapter 461, or chapter 466, or a similar statutory provision in another jurisdiction, or such provider's agent or such other persons as specifically authorized by the patient; and initiating, modifying, or discontinuing drug therapy for a chronic health condition under a collaborative pharmacy practice agreement. This subsection may not be interpreted to permit an alteration of a prescriber's directions, the diagnosis or treatment of any disease, the initiation of any drug therapy, the practice of medicine, or the practice of osteopathic medicine, unless otherwise permitted by law or specifically authorized by s. 465.1865 or s. 465.1895. The term "practice of the profession of pharmacy" also includes any other act, service, operation, research, or transaction incidental to, or forming a part of, any of the foregoing acts, requiring, involving, or employing the science or art of any branch of the pharmaceutical profession, study, or training, and shall expressly permit a pharmacist to transmit information from persons authorized to prescribe medicinal drugs to their patients. The practice of the profession of pharmacy also includes the administration of vaccines to adults pursuant to s. 465.189; the testing or screening for and treatment of minor, nonchronic health conditions pursuant to s. 465.1895; and the preparation of prepackaged drug products in facilities holding Class III institutional pharmacy permits. The term also includes the ordering and evaluating of any laboratory or clinical testing; conducting patient assessments; and modifying, discontinuing, or administering medicinal drugs pursuant to s. 465.0125 by a consultant pharmacist.

(23) "Prescription" includes any order for drugs or medicinal supplies written or transmitted by any means of communication by a duly licensed practitioner authorized by the laws of the state to prescribe such drugs or medicinal supplies and intended to be dispensed by a pharmacist. The term also includes an orally transmitted order by the lawfully designated agent of such practitioner. The term also includes an order written or transmitted by a practitioner licensed to practice in a jurisdiction other than this state, but only if the pharmacist called upon to dispense such order determines, in the exercise of her or his professional judgment, that the order is valid and necessary for the treatment of a chronic or recurrent illness. The term "prescription" also includes a pharmacist's order for a product selected from the formulary created pursuant to s. 465.186. Prescriptions may be retained in written form or the pharmacist may cause them to be recorded in a data processing system, provided that such order can be produced in printed form upon lawful request.

History.—ss. 1, 7, ch. 79-226; s. 322, ch. 81-259; ss. 14, 15, ch. 81-302; ss. 2, 3, ch. 81-318; ss. 1, 2, ch. 82-179; s. 1, ch. 83-101; s. 36, ch. 83-216; s. 3, ch. 83-265; s. 29, ch. 83-329; s. 1, ch. 85-35; ss. 2, 26, 27, ch. 86-256; s. 1, ch. 88-172; s. 1, ch. 89-77; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429; s. 123, ch. 94-218; s. 239, ch. 97-103; s. 87, ch. 97-264; s. 118, ch. 99-397; s. 1, ch. 2002-182; s. 1, ch. 2004-25; s. 1, ch. 2004-387; s. 2, ch. 2007-152; s. 2, ch. 2012-60; s. 1, ch. 2014-148; s. 1, ch. 2018-95; s. 2, ch. 2020-7; s. 1, ch. 2020-8; s. 3, ch. 2022-35.

465.004 Board of Pharmacy.—

(1) The Board of Pharmacy is created within the department and shall consist of nine members to be appointed by the Governor and confirmed by the Senate.

(2) Seven members of the board must be licensed pharmacists who are residents of this state and who have been engaged in the practice of the profession of pharmacy in this state for at least 4 years and, to the extent practicable, represent the various pharmacy practice settings. Of the pharmacist members, two must be currently engaged in the practice of pharmacy in a community pharmacy; two must be currently engaged in the practice of pharmacy in a Class II, Modified Class II, or Class III institutional pharmacy;

and three must be pharmacists licensed in this state irrespective of practice setting. The remaining two members must be residents of the state who have never been licensed as pharmacists and who are in no way connected with the practice of the profession of pharmacy. No person may be appointed as a consumer member who is in any way connected with a drug manufacturer or wholesaler. At least one member of the board must be 60 years of age or older. The Governor shall appoint members to the board in accordance with this subsection as members' terms expire or as a vacancy occurs until the composition of the board complies with the requirements of this subsection.

(3) As the terms of the members expire, the Governor shall appoint successors for terms of 4 years, and such members shall serve until their successors are appointed.

(4) All provisions of chapter 456 relating to activities of the board shall apply.

History.—ss. 1, 7, ch. 79-226; ss. 2, 3, ch. 81-318; ss. 3, 26, 27, ch. 86-256; s. 16, ch. 87-172; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429; s. 124, ch. 94-218; s. 88, ch. 97-264; s. 67, ch. 98-166; s. 124, ch. 2000-160; s. 1, ch. 2014-113; s. 2, ch. 2018-95.

465.005 Authority to make rules.—The Board of Pharmacy has authority to adopt rules pursuant to ss. 120.536(1) and 120.54 to implement the provisions of this chapter conferring duties upon it.

History.—ss. 1, 7, ch. 79-226; ss. 2, 3, ch. 81-318; ss. 4, 26, 27, ch. 86-256; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429; s. 126, ch. 98-200.

465.006 Disposition of fees; expenditures.—All moneys received under this chapter shall be deposited and expended pursuant to the provisions of s. 456.025. All expenditures for duties of the board authorized by this chapter shall be paid upon presentation of vouchers approved by the executive director of the board.

History.—ss. 1, 7, ch. 79-226; ss. 2, 3, ch. 81-318; ss. 26, 27, ch. 86-256; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429; s. 68, ch. 98-166; s. 125, ch. 2000-160.

465.007 Licensure by examination.—

1(1) Any person desiring to be licensed as a pharmacist shall apply to the department to take the licensure examination. The department shall examine each applicant who the board certifies has:

(a) Completed the application form and remitted an examination fee set by the board not to exceed \$100 plus the actual per applicant cost to the department for purchase of portions of the examination from the National Association of Boards of Pharmacy or a similar national organization. The fees authorized under this section shall be established in sufficient amounts to cover administrative costs.

(b) Submitted satisfactory proof that she or he is not less than 18 years of age and:

1. Is a recipient of a degree from a school or college of pharmacy accredited by an accrediting agency recognized and approved by the United States Office of Education; or
2. Is a graduate of a 4-year undergraduate pharmacy program of a school or college of pharmacy located outside the United States, has demonstrated proficiency in English by passing both the Test of English as a Foreign Language (TOEFL) and the Test of Spoken English (TSE), has passed the Foreign Pharmacy Graduate Equivalency Examination that is approved by rule of the board, and has completed a minimum of 500 hours in a supervised work activity program within this state under the supervision of a pharmacist licensed by the department, which program is approved by the board.

(c) Submitted satisfactory proof that she or he has completed an internship program approved by the board. No such board-approved program shall exceed 2,080 hours, all of which may be obtained prior to graduation.

(2) The department may permit an applicant who has satisfied all requirements of subsection (1), except those relating to age or the internship program, to take the written examination, but the passing of the examination shall confer no rights or privileges upon the applicant in connection with the practice of pharmacy in this state.

(3) Except as provided in subsection (2), the department shall issue a license to practice pharmacy to any applicant who successfully completes the examination in accordance with this section.

History.—ss. 1, 7, ch. 79-226; ss. 13, 15, 23, 25, 30, 34, 62, ch. 80-406; ss. 2, 3, ch. 81-318; s. 30, ch. 83-329; ss. 5, 26, 27, ch. 86-256; s. 13, ch. 88-205; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429; s. 240, ch. 97-103; s. 10, ch. 2024-243.

<sup>1</sup>Note.—Section 10, ch. 2024-243, amended subsection (1), effective July 1, 2025, to read:



(1) Any person desiring to be licensed as a pharmacist shall apply to the department to take the licensure examination. The department shall examine each applicant who the board certifies has met all of the following criteria:

(a) Completed the application form and remitted an examination fee set by the board not to exceed \$100 plus the actual per applicant cost to the department for purchase of portions of the examination from the National Association of Boards of Pharmacy or a similar national organization. The fees authorized under this section shall be established in sufficient amounts to cover administrative costs.

(b) Submitted to background screening in accordance with s. 456.0135.

(c) Submitted satisfactory proof that she or he is not less than 18 years of age and:

1. Is a recipient of a degree from a school or college of pharmacy accredited by an accrediting agency recognized and approved by the United States Office of Education; or

2. Is a graduate of a 4-year undergraduate pharmacy program of a school or college of pharmacy located outside the United States, has demonstrated proficiency in English by passing both the Test of English as a Foreign Language (TOEFL) and the Test of Spoken English (TSE), has passed the Foreign Pharmacy Graduate Equivalency Examination that is approved by rule of the board, and has completed a minimum of 500 hours in a supervised work activity program within this state under the supervision of a pharmacist licensed by the department, which program is approved by the board.

(d) Submitted satisfactory proof that she or he has completed an internship program approved by the board. No such board-approved program shall exceed 2,080 hours, all of which may be obtained prior to graduation.

1465.0075 Licensure by endorsement; requirements; fee.—The department shall issue a license by endorsement to any applicant who, upon applying to the department and remitting a nonrefundable fee set by the board in an amount not to exceed \$100, the board certifies has met the requirements for licensure by endorsement under s. 456.0145. History.—s. 1, ch. 2001-166; s. 1, ch. 2008-216; s. 11, ch. 2024-243; s. 8, ch. 2024-274.

<sup>1</sup>Note.—Section 11, ch. 2024-243, amended s. 465.0075, as amended by s. 8, ch. 2024-274, effective July 1, 2025, to read:

465.0075 Licensure by endorsement; requirements; fee.—The department shall issue a license by endorsement to any applicant who, upon applying to the department, submitting to background screening in accordance with s. 456.0135, and remitting a nonrefundable fee set by the board in an amount not to exceed \$100, the board certifies has met the requirements for licensure by endorsement under s. 456.0145.

465.008 Renewal of license.—

(1) The department shall renew a license upon receipt of the renewal application, verification of compliance with s. 465.009, and receipt of a fee set by the board not to exceed \$250.

(2) The department shall adopt rules establishing a procedure for the biennial renewal of licenses.

(3) Any person licensed under this chapter for 50 years or more is exempt from the payment of the renewal or delinquent fee, and the department shall issue a lifetime license to such a person.

History.—ss. 1, 7, ch. 79-226; ss. 2, 3, ch. 81-318; ss. 6, 26, 27, ch. 86-256; s. 7, ch. 90-341; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429; s. 178, ch. 94-119; s. 32, ch. 2001-277.

465.009 Continuing professional pharmaceutical education.—

(1) No license renewal shall be issued by the department until the licensee submits proof satisfactory to the board that during the 2 years prior to her or his application for renewal the licensee has participated in not less than 30 hours of continuing professional pharmaceutical education in courses approved by the board.

(2) The board shall approve only those courses that build upon the basic courses offered in the curricula of accredited colleges or schools of pharmacy, and the board shall require that the provider meets the educational standards for the program design, administration, and evaluation established by the board.

- (3) Upon initial licensure, the department may reduce the number of required hours consistent with the requirements of biennial renewal.
- (4) The department may make exception from the requirements of this section in an emergency or hardship case.
- (5) The board may adopt rules within the requirements of this section that are necessary for its implementation, including a rule creating a committee composed of equal representation from the board, the colleges of pharmacy in the state, and practicing pharmacists within the state, whose purpose shall be to approve the content of each course offered for continuing education credit prior to the time such course is offered.
- (6) Notwithstanding subsections (1)-(5):
- (a) Each pharmacist certified to administer a vaccine or epinephrine autoinjection under s. 465.189 must complete a 3-hour continuing education course, which shall be offered by a statewide professional association of physicians in this state accredited to provide educational activities designated for the American Medical Association Physician's Recognition Award (AMA PRA) Category I credit, on the safe and effective administration of vaccines and epinephrine autoinjection as part of biennial relicensure or recertification. This course may be offered in a distance-learning format and must be included in the 30 hours of continuing professional pharmaceutical education specified in subsection (1).
- (b) Each pharmacist must submit confirmation of having completed the course specified in paragraph (a) on a form provided by the board when submitting fees for license renewal.
- (c) Failure to comply with paragraphs (a) and (b) results in the revocation of the authorization for a pharmacist to administer a vaccine or epinephrine autoinjection under s. 465.189. Such authorization may be restored upon completion of such requirements.
- History.—ss. 1, 7, ch. 79-226; ss. 2, 3, ch. 81-318; ss. 7, 26, 27, ch. 86-256; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429; s. 241, ch. 97-103; s. 1, ch. 2002-184; s. 3, ch. 2012-60.

**465.012 Reactivation of license; continuing education.—**

- (1) The board shall prescribe by rule continuing education requirements as a condition of reactivating a license. The continuing education requirements for reactivating a license shall be at least 15 classroom hours for each year the license was inactive in addition to completion of the number of hours required for renewal on the date the license became inactive.
- (2) The board shall adopt rules relating to application procedures for inactive status, to the biennial renewal of inactive licenses, and to the reactivation of licenses. The board shall prescribe by rule an application fee for inactive status, a renewal fee for inactive status, a delinquency fee, and a fee for the reactivation of a license. None of these fees may exceed the biennial renewal fee established by the board for an active license. The department may not reactivate a license unless the inactive or delinquent licensee has paid any applicable biennial renewal or delinquency fee, or both, and a reactivation fee.
- History.—ss. 1, 7, ch. 79-226; s. 323, ch. 81-259; ss. 2, 3, ch. 81-318; ss. 2, 30, ch. 82-179; s. 3, ch. 83-265; ss. 8, 26, 27, ch. 86-256; s. 8, ch. 90-341; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429; s. 179, ch. 94-119.

**465.0125 Consultant pharmacist license; application, renewal, fees; responsibilities; rules.—**

- (1) The department shall issue or renew a consultant pharmacist license upon receipt of an initial or renewal application that conforms to the requirements for consultant pharmacist initial licensure or renewal as adopted by the board by rule and a fee set by the board not to exceed \$250. To be licensed as a consultant pharmacist, a pharmacist must complete additional training as required by the board.
- (a) A consultant pharmacist may provide medication management services in a health care facility within the framework of a written collaborative practice agreement between the pharmacist and a health care facility medical director or a physician licensed under chapter 458 or chapter 459, a podiatric physician licensed under chapter 461, or a dentist licensed under chapter 466 who is authorized to prescribe medicinal drugs. A consultant pharmacist may only provide medication management services, conduct patient assessments, and order and evaluate laboratory or clinical testing for patients of the health care practitioner with whom the consultant pharmacist has a written collaborative practice agreement.
- (b) A written collaborative practice agreement must outline the circumstances under which the consultant pharmacist may:

1. Order and evaluate any laboratory or clinical tests to promote and evaluate patient health and wellness, and monitor drug therapy and treatment outcomes.
2. Conduct patient assessments as appropriate to evaluate and monitor drug therapy.
3. Modify or discontinue medicinal drugs as outlined in the agreed upon patient-specific order or preapproved treatment protocol under the direction of a physician. However, a consultant pharmacist may not modify or discontinue medicinal drugs prescribed by a health care practitioner who does not have a written collaborative practice agreement with the consultant pharmacist.

4. Administer medicinal drugs.

(c) A consultant pharmacist shall maintain all drug, patient care, and quality assurance records as required by law and, with the collaborating practitioner, shall maintain written collaborative practice agreements that must be available upon request from or upon inspection by the department.

(d) This subsection does not authorize a consultant pharmacist to diagnose any disease or condition.

(e) For purposes of this subsection, the term "health care facility" means an ambulatory surgical center or hospital licensed under chapter 395, an alcohol or chemical dependency treatment center licensed under chapter 397, an inpatient hospice licensed under part IV of chapter 400, a nursing home licensed under part II of chapter 400, an ambulatory care center as defined in s. 408.07, or a nursing home component under chapter 400 within a continuing care facility licensed under chapter 651.

(2) Notwithstanding subsection (1), a consultant pharmacist or a doctor of pharmacy licensed in this state may also be responsible for ordering and evaluating any laboratory or clinical testing for persons under the care of a licensed home health agency when, in the judgment of the consultant pharmacist or doctor of pharmacy, such activity is necessary for the proper performance of his or her responsibilities and only when authorized by a practitioner licensed under chapter 458, chapter 459, chapter 461, or chapter 466. In order for the consultant pharmacist or doctor of pharmacy to qualify and accept this authority, he or she must receive 3 hours of continuing education relating to laboratory and clinical testing as established by the board.

(3) The board shall adopt rules necessary to implement and administer this section.

History.—s. 31, ch. 83-329; s. 1, ch. 85-65; ss. 9, 26, 27, ch. 86-256; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429; s. 1, ch. 93-231; s. 89, ch. 97-264; s. 2, ch. 2020-8.

465.0126 Nuclear pharmacist license; application, renewal, fees.—The department shall issue or renew a nuclear pharmacist license upon receipt of an initial or renewal application which conforms to the requirements for nuclear pharmacist initial licensure or biennial renewal as established by the board by rule and receipt of a fee established by the board by rule not to exceed \$250, which fee shall be in addition to the initial licensure or biennial renewal fee for pharmacists. The nuclear pharmacist shall be responsible for the compounding and the dispensing of nuclear pharmaceuticals, for maintaining all drug records required by law, for establishing drug handling procedures for the safe handling and storage of radiopharmaceuticals and medicinal drugs, for providing the security of the prescription department, and for complying with such other rules as relate to the practice of the profession of pharmacy. The nuclear pharmacist must have completed such additional training and must demonstrate such additional qualifications in the practice of nuclear pharmacy as is required by the board by rule in addition to licensure as a registered pharmacist. The board shall adopt rules necessary to implement and administer this section. The requirements of this section do not apply to hospitals licensed under chapter 395 or the nuclear medicine facilities of such hospitals.

History.—s. 2, ch. 88-172; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429.

465.013 Registration of pharmacy interns.—The department shall register as pharmacy interns persons certified by the board as being enrolled in an intern program at an accredited school or college of pharmacy or who are graduates of accredited schools or colleges of pharmacy and are not yet licensed in the state. The board may refuse to certify to the department or may revoke the registration of any intern for good cause, including grounds enumerated in this chapter for revocation of pharmacists' licenses.

History.—ss. 1, 7, ch. 79-226; ss. 2, 3, ch. 81-318; ss. 26, 27, ch. 86-256; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429.

465.014 Pharmacy technician.—

(1) A person other than a licensed pharmacist or pharmacy intern may not engage in the practice of the profession of pharmacy, except that a licensed pharmacist may delegate to pharmacy technicians who are registered pursuant to this section those duties, tasks, and

functions that do not fall within the purview of s. 465.003. All such delegated acts must be performed under the direct supervision of a licensed pharmacist who is responsible for all such acts performed by persons under his or her supervision. A registered pharmacy technician, under the supervision of a pharmacist, may initiate or receive communications with a practitioner or his or her agent, on behalf of a patient, regarding refill authorization requests. A licensed pharmacist may not supervise more than one registered pharmacy technician unless otherwise permitted by the guidelines adopted by the board. The board shall establish guidelines to be followed by licensees or permittees in determining the circumstances under which a licensed pharmacist may supervise more than one pharmacy technician.

(2) Any person who wishes to work as a pharmacy technician in this state must register by filing an application with the board on a form adopted by rule of the board. The board shall register each applicant who has remitted a registration fee set by the board, not to exceed \$50 biennially; has completed the application form and remitted a nonrefundable application fee set by the board, not to exceed \$50; is at least 17 years of age; and has completed a pharmacy technician training program approved by the Board of Pharmacy. Notwithstanding any requirements in this subsection, any registered pharmacy technician registered pursuant to this section before January 1, 2011, who has worked as a pharmacy technician for a minimum of 1,500 hours under the supervision of a licensed pharmacist or received certification as a pharmacy technician by certification program accredited by the National Commission for Certifying Agencies is exempt from the requirement to complete an initial training program for purposes of registration as required by this subsection.

(3) A person whose license to practice pharmacy has been denied, suspended, or restricted for disciplinary purposes is not eligible to register as a pharmacy technician.

(4) Notwithstanding the requirements of this section or any other provision of law, a pharmacy technician student who is enrolled in a pharmacy technician training program that is approved by the board may be placed in a pharmacy for the purpose of obtaining practical training. A pharmacy technician student shall wear identification that indicates his or her student status when performing the functions of a pharmacy technician, and registration under this section is not required.

(5) Notwithstanding the requirements of this section or any other provision of law, a person who is licensed by the state as a pharmacy intern may be employed as a registered pharmacy technician without paying a registration fee or filing an application with the board to register as a pharmacy technician.

(6) As a condition of registration renewal, a registered pharmacy technician shall complete 20 hours biennially of continuing education courses approved by the board or the Accreditation Council for Pharmacy Education, of which 4 hours must be via live presentation and 2 hours must be related to the prevention of medication errors and pharmacy law.

(7) A registered pharmacy technician seeking to administer vaccines under s. 465.189 must be certified to administer such vaccines pursuant to a certification program approved by the board in consultation with the Board of Medicine and the Board of Osteopathic Medicine. The certification program must have at least 6 hours of immunization-related training approved by the board that shall, at a minimum, have a curriculum of instruction concerning the safe and effective administration of such vaccines, including, but not limited to, potential allergic reactions to such vaccines. As a condition of registration renewal, a registered pharmacy technician seeking to administer vaccines under s. 465.189 must have at least 2 hours of continuing education approved by the board in addition to the biennial continuing education required in subsection (6).

(8) The board shall adopt rules that require each registration issued by the board under this section to be displayed in such a manner as to make it available to the public and to facilitate inspection by the department. The board may adopt other rules as necessary to administer this section.

(9) If the board finds that an applicant for registration as a pharmacy technician or that a registered pharmacy technician has committed an act that constitutes grounds for discipline as set forth in s. 456.072(1) or has committed an act that constitutes grounds for denial of a license or disciplinary action as set forth in this chapter, including an act that constitutes a substantial violation of s. 456.072(1) or a violation of this chapter which occurred before the applicant or registrant was registered as a pharmacy technician, the board may enter an order imposing any of the penalties specified in s. 456.072(2) against the applicant or registrant.

History.—ss. 1, 7, ch. 79-226; ss. 2, 3, ch. 81-318; ss. 10, 26, 27, ch. 86-256; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429; s. 242, ch. 97-103; s. 192, ch. 97-264; s. 120, ch. 99-397; ss. 2, 3, 4, ch. 2008-216; s. 2, ch. 2014-113; s. 13, ch. 2016-145; s. 16, ch. 2022-35; s. 1, ch. 2022-60.

465.015 Violations and penalties.—

(1) It is unlawful for any person to own, operate, maintain, open, establish, conduct, or have charge of, either alone or with another person or persons, a pharmacy:

(a) Which is not registered under the provisions of this chapter.

(b) In which a person not licensed as a pharmacist in this state or not registered as an intern in this state or in which an intern who is not acting under the direct and immediate personal supervision of a licensed pharmacist fills, compounds, or dispenses any prescription or dispenses medicinal drugs.

(2) It is unlawful for any person:

(a) To make a false or fraudulent statement, either for herself or himself or for another person, in any application, affidavit, or statement presented to the board or in any proceeding before the board.

(b) To fill, compound, or dispense prescriptions or to dispense medicinal drugs if such person does not hold an active license as a pharmacist in this state, is not registered as an intern in this state, or is an intern not acting under the direct and immediate personal supervision of a licensed pharmacist.

(c) To sell or dispense drugs as defined in s. 465.003 without first being furnished with a prescription.

(d) To sell samples or complimentary packages of drug products.

(3) It is unlawful for any pharmacist to knowingly fail to report to the sheriff or other chief law enforcement agency of the county where the pharmacy is located within 24 hours after learning of any instance in which a person obtained or attempted to obtain a controlled substance, as defined in s. 893.02, or at the close of business on the next business day, whichever is later, that the pharmacist knew or believed was obtained or attempted to be obtained through fraudulent methods or representations from the pharmacy at which the pharmacist practiced pharmacy. Any pharmacist who knowingly fails to make such a report within 24 hours after learning of the fraud or attempted fraud or at the close of business on the next business day, whichever is later, commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. A sufficient report of the fraudulent obtaining of controlled substances under this subsection must contain, at a minimum, a copy of the prescription used or presented and a narrative, including all information available to the pharmacist concerning the transaction, such as the name and telephone number of the prescribing physician; the name, description, and any personal identification information pertaining to the person who presented the prescription; and all other material information, such as photographic or video surveillance of the transaction.

(4)(a) It is unlawful for any person other than a pharmacist licensed under this chapter to use the title “pharmacist” or “druggist” or otherwise lead the public to believe that she or he is engaged in the practice of pharmacy.

(b) It is unlawful for any person other than an owner of a pharmacy registered under this chapter to display any sign or to take any other action that would lead the public to believe that such person is engaged in the business of compounding, dispensing, or retailing any medicinal drugs. This paragraph shall not preclude a person not licensed as a pharmacist from owning a pharmacy.

(c) It is unlawful for a person, firm, or corporation that is not licensed or registered under this chapter to:

1. Use in a trade name, sign, letter, or advertisement any term, including “drug,” “pharmacy,” “prescription drugs,” “Rx,” or “apothecary,” which implies that the person, firm, or corporation is licensed or registered to practice pharmacy in this state.

2. Hold himself or herself out to others as a person, firm, or corporation licensed or registered to practice pharmacy in this state.

(d) It is unlawful for a person who is not registered as a pharmacy technician under this chapter or who is not otherwise exempt from the requirement to register as a pharmacy technician, to perform the functions of a registered pharmacy technician, or hold himself or herself out to others as a person who is registered to perform the functions of a registered pharmacy technician in this state.

(5) Any person who violates any provision of subsection (1) or subsection (4) commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. Any

person who violates any provision of subsection (2) commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. In any warrant, information, or indictment, it shall not be necessary to negative any exceptions, and the burden of any exception shall be upon the defendant.

History.—ss. 1, 7, ch. 79-226; ss. 2, 3, ch. 81-318; ss. 11, 26, 27, ch. 86-256; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 91, ch. 91-224; s. 4, ch. 91-429; s. 243, ch. 97-103; s. 121, ch. 99-397; s. 55, ch. 2000-318; s. 2, ch. 2004-25; s. 5, ch. 2008-216; s. 10, ch. 2011-141; s. 19, ch. 2016-145; s. 17, ch. 2022-35.

465.0155 Standards of practice.—

(1) Consistent with the provisions of this act, the board shall adopt by rule standards of practice relating to the practice of pharmacy which shall be binding on every state agency and shall be applied by such agencies when enforcing or implementing any authority granted by any applicable statute, rule, or regulation, whether federal or state.

(2)(a) Before dispensing a controlled substance to a person not known to the pharmacist, the pharmacist must require the person purchasing, receiving, or otherwise acquiring the controlled substance to present valid photographic identification or other verification of his or her identity. If the person does not have proper identification, the pharmacist may verify the validity of the prescription and the identity of the patient with the prescriber or his or her authorized agent. Verification of health plan eligibility through a real-time inquiry or adjudication system is considered to be proper identification.

(b) This subsection does not apply in an institutional setting or to a long-term care facility, including, but not limited to, an assisted living facility or a hospital to which patients are admitted.

(c) As used in this subsection, the term “proper identification” means an identification that is issued by a state or the Federal Government containing the person’s photograph, printed name, and signature or a document considered acceptable under 8 C.F.R. s. 274a.2(b)(1)(v)(A) and (B).

History.—ss. 12, 27, ch. 86-256; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429; s. 6, ch. 2018-13.

465.0156 Registration of nonresident pharmacies.—

(1) Any pharmacy which is located outside this state and which ships, mails, or delivers, in any manner, a dispensed medicinal drug into this state shall be considered a nonresident pharmacy, shall be registered with the board, shall provide pharmacy services at a high level of protection and competence, and shall disclose to the board the following specific information:

(a) That it maintains at all times a valid, unexpired license, permit, or registration to operate the pharmacy in compliance with the laws of the state in which the dispensing facility is located and from which the medicinal drugs shall be dispensed;

(b) The location, names, and titles of all principal corporate officers and the pharmacist who serves as the prescription department manager for dispensing medicinal drugs to residents of this state. This disclosure shall be made within 30 days after any change of location, corporate officer, or pharmacist serving as the prescription department manager for dispensing medicinal drugs to residents of this state;

(c) That it complies with all lawful directions and requests for information from the regulatory or licensing agency of all states in which it is licensed as well as with all requests for information made by the board pursuant to this section. It shall respond directly to all communications from the board concerning emergency circumstances arising from errors in the dispensing of medicinal drugs to the residents of this state;

(d) That it maintains its records of medicinal drugs dispensed to patients in this state so that the records are readily retrievable from the other business records of the pharmacy and from the records of other medicinal drugs dispensed; and

(e) That during its regular hours of operation but not less than 6 days per week, for a minimum of 40 hours per week, a toll-free telephone service shall be provided to facilitate communication between patients in this state and a pharmacist at the pharmacy who has access to the patient’s records. This toll-free number must be disclosed on the label affixed to each container of dispensed medicinal drugs.

(2) Applications for nonresident pharmacy registration under this section shall be made on a form furnished by the board. The board may require such information as the board deems reasonably necessary to carry out the purposes of this section. The board may grant an exemption from the registration requirements of this section to any nonresident pharmacy which confines its dispensing activity to isolated transactions. The board may define by rule the term isolated transactions.

- (3) The registration fee and the biennial renewal fee shall be the fee specified in s. 465.022.
- (4) The board may deny, revoke, or suspend registration of, or fine or reprimand, a nonresident pharmacy for failure to comply with s. 465.0158, s. 465.017(2), or s. 465.025, or with any requirement of this section in accordance with this chapter.
- (5) In addition to the prohibitions of subsection (4) the board may deny, revoke, or suspend registration of, or fine or reprimand, a nonresident pharmacy in accordance with this chapter for conduct which causes or could cause serious bodily or psychological injury to a human or serious bodily injury to a nonhuman animal in this state.
- (6) A nonresident pharmacy is subject to s. 456.0635.
- (7) It is unlawful for any nonresident pharmacy which is not registered pursuant to this section to advertise its services in this state, or for any person who is a resident of this state to advertise the pharmacy services of a nonresident pharmacy which has not registered with the board, with the knowledge that the advertisement will or is likely to induce members of the public in this state to use the pharmacy to fill prescriptions.
- (8) This section does not apply to Internet pharmacies required to be permitted under s. 465.0197.
- (9) Notwithstanding s. 465.003, for purposes of this section, the registered pharmacy and the pharmacist designated by the registered pharmacy as the prescription department manager or the equivalent must be licensed in the state of location in order to dispense into this state.

History.—ss. 13, 27, ch. 86-256; s. 3, ch. 89-218; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429; s. 31, ch. 95-144; s. 90, ch. 97-264; s. 2, ch. 2004-387; s. 2, ch. 2014-148; s. 18, ch. 2022-35.

1465.0157 International export pharmacy permit.—

- (1) To participate as an exporter of prescription drugs into this state under the International Prescription Drug Importation Program established in s. 499.0285, a pharmacy located outside of the United States must hold an international export pharmacy permit.
- (2) An international export pharmacy shall maintain at all times an active and unencumbered license or permit to operate the pharmacy in compliance with the laws of the jurisdiction in which the dispensing facility is located and from which the prescription drugs will be exported. Such jurisdiction must be in a country with which the United States has a current mutual recognition agreement, cooperation agreement, memorandum of understanding, or other federal mechanism recognizing the country's adherence to current good manufacturing practices for pharmaceutical products.
- (3) An application for an international export pharmacy permit must be submitted on a form developed and provided by the board. The board may require an applicant to provide any information it deems reasonably necessary to carry out the purposes of this section.
- (4) An applicant shall submit the following to the board to obtain an initial permit, or to the department to renew a permit:
- (a) Proof of an active and unencumbered license or permit to operate the pharmacy in compliance with the laws of the jurisdiction in which the dispensing facility is located and from which the prescription drugs will be exported.
- (b) Documentation demonstrating that the country in which the pharmacy operates has a current mutual recognition agreement, cooperation agreement, memorandum of understanding, or other federal mechanism recognizing the country's adherence to current good manufacturing practices for pharmaceutical products.
- (c) The location, names, and titles of all principal corporate officers and the pharmacist who serves as the prescription department manager for prescription drugs exported into this state under the International Prescription Drug Importation Program.
- (d) Written attestation by an owner or officer of the applicant, and by the applicant's prescription department manager, that:
1. The attestor has read and understands the laws and rules governing the manufacture, distribution, and dispensing of prescription drugs in this state.
  2. A prescription drug shipped, mailed, or delivered into this state meets or exceeds this state's standards for safety and efficacy.
  3. A prescription drug product shipped, mailed, or delivered into this state must not have been, and may not be, manufactured or distributed in violation of the laws and rules of the jurisdiction in which the applicant is located and from which the prescription drugs shall be exported.



(e) A current inspection report from an inspection conducted by the regulatory or licensing agency of the jurisdiction in which the applicant is located. The inspection report must reflect compliance with this section. An inspection report is current if the inspection was conducted within 6 months before the date of submitting the application for the initial permit or within 1 year before the date of submitting an application for permit renewal. If the applicant is unable to submit a current inspection report conducted by the regulatory or licensing agency of the jurisdiction in which the applicant is located and from which the prescription drugs will be exported, due to acceptable circumstances, as established by rule, or if an inspection has not been performed, the department must:

1. Conduct, or contract with an entity to conduct, an onsite inspection, with all related costs borne by the applicant;
2. Accept a current and satisfactory inspection report, as determined by rule, from an entity approved by the board; or
3. Accept a current inspection report from the United States Food and Drug Administration conducted pursuant to the federal Drug Quality and Security Act, Pub. L. No. 113-54.

(5) The department shall adopt rules governing the financial responsibility of the pharmacy permittee. The rules must establish, at a minimum, financial reporting requirements, standards for financial capability to perform the functions governed by the permit, and requirements for ensuring permittees and their contractors can be held accountable for the financial consequences of any act of malfeasance or misfeasance or fraudulent or dishonest act or acts committed by the permittee or its contractors.

History.—s. 2, ch. 2019-99.

<sup>1</sup>Note.—Section 11, ch. 2019-99, which was codified as s. 499.02851, provides in part that “[i]mplementation of sections 2 through 10 of this act is contingent upon authorization granted under federal law, rule, or approval.” If the contingency occurs, s. 465.0157, as created by s. 2, ch. 2019-99, will take effect.

465.0158 Nonresident sterile compounding permit.—

(1) In order to ship, mail, deliver, or dispense, in any manner, a compounded sterile product into this state, a nonresident pharmacy registered under s. 465.0156, or an outsourcing facility, must hold a nonresident sterile compounding permit.

(2) An application for a nonresident sterile compounding permit shall be submitted on a form furnished by the board. The board may require such information as it deems reasonably necessary to carry out the purposes of this section. The fee for an initial permit and biennial renewal of the permit shall be set by the board pursuant to s. 465.022(14).

(3) An applicant must submit the following to the board to obtain an initial permit, or to the department to renew a permit:

(a) Proof of registration as an outsourcing facility with the Secretary of the United States Department of Health and Human Services if the applicant is eligible for such registration pursuant to the federal Drug Quality and Security Act, Pub. L. No. 113-54.

(b) Proof of registration as a nonresident pharmacy, pursuant to s. 465.0156, unless the applicant is an outsourcing facility and not a pharmacy, in which case the application must include proof of an active and unencumbered license, permit, or registration issued by the state, territory, or district in which the outsourcing facility is physically located which allows the outsourcing facility to engage in compounding and to ship, mail, deliver, or dispense a compounded sterile product into this state.

(c) Written attestation by an owner or officer of the applicant, and by the applicant's prescription department manager or pharmacist in charge, that:

1. The attestor has read and understands the laws and rules governing sterile compounding in this state.
2. A compounded sterile product shipped, mailed, delivered, or dispensed into this state meets or exceeds this state's standards for sterile compounding.
3. A compounded sterile product shipped, mailed, delivered, or dispensed into this state must not have been, and may not be, compounded in violation of the laws and rules of the state, territory, or district in which the applicant is located.

(d) The applicant's existing policies and procedures for sterile compounding, which must comply with pharmaceutical standards in chapter 797 of the United States Pharmacopoeia and any standards for sterile compounding required by board rule or current good manufacturing practices for an outsourcing facility.

(e) A current inspection report from an inspection conducted by the regulatory or licensing agency of the state, territory, or district in which the applicant is located. The inspection report must reflect compliance with this section. An inspection report is current

if the inspection was conducted within 6 months before the date of submitting the application for the initial permit or within 1 year before the date of submitting an application for permit renewal. If the applicant is unable to submit a current inspection report conducted by the regulatory or licensing agency of the state, territory, or district in which the applicant is located, due to acceptable circumstances, as established by rule, or if an inspection has not been performed, the department shall:

1. Conduct, or contract with an entity to conduct, an onsite inspection for which all costs shall be borne by the applicant;
2. Accept a current and satisfactory inspection report, as determined by rule, from an entity approved by the board; or
3. Accept a current inspection report from the United States Food and Drug Administration conducted pursuant to the federal Drug Quality and Security Act, Pub. L. No. 113-54.

(4) A permittee may not ship, mail, deliver, or dispense a compounded sterile product into this state if the product was compounded in violation of the laws or rules of the state, territory, or district in which the permittee is located or does not meet or exceed this state's sterile compounding standards.

(5) In accordance with this chapter, the board may deny, revoke, or suspend the permit of; fine; or reprimand a permittee for:

- (a) Failure to comply with this section;
- (b) A violation listed under s. 456.0635, s. 456.065, or s. 456.072, except s. 456.072(1)(s) or (1)(u);
- (c) A violation under s. 465.0156(5); or
- (d) A violation listed under s. 465.016.

(6) A nonresident pharmacy registered under s. 465.0156 which ships, mails, delivers, or dispenses a compounded sterile product into this state may continue to do so if the product meets or exceeds the standards for sterile compounding in this state; the product is not compounded in violation of any law or rule of the state, territory, or district where the pharmacy is located; and the pharmacy is issued a permit under this section on or before February 28, 2015.

(7) An applicant registering on or after October 1, 2014, as a nonresident pharmacy under s. 465.0156 may not ship, mail, deliver, or dispense a compounded sterile product into this state until the applicant is registered as a nonresident pharmacy and is issued a permit under this section.

(8) The board shall adopt rules as necessary to administer this section, including rules for:

- (a) Submitting an application for the permit required by this section.
  - (b) Determining how, when, and under what circumstances an inspection of a nonresident sterile compounding permittee must be conducted.
  - (c) Evaluating and approving entities from which a satisfactory inspection report will be accepted in lieu of an onsite inspection by the department or an inspection by the licensing or regulatory agency of the state, territory, or district where the applicant is located.
- History.—s. 3, ch. 2014-148; s. 22, ch. 2016-224.

465.016 Disciplinary actions.—

(1) The following acts constitute grounds for denial of a license or disciplinary action, as specified in s. 456.072(2):

- (a) Obtaining a license by misrepresentation or fraud or through an error of the department or the board.
- (b) Procuring, or attempting to procure, a license for any other person by making, or causing to be made, any false representation.
- (c) Permitting any person not licensed as a pharmacist in this state or not registered as an intern in this state, or permitting a registered intern who is not acting under the direct and immediate personal supervision of a licensed pharmacist, to fill, compound, or dispense any prescriptions in a pharmacy owned and operated by such pharmacist or in a pharmacy where such pharmacist is employed or on duty.
- (d) Being unfit or incompetent to practice pharmacy by reason of:
  1. Habitual intoxication.
  2. The misuse or abuse of any medicinal drug appearing in any schedule set forth in chapter 893.
  3. Any abnormal physical or mental condition which threatens the safety of persons to whom she or he might sell or dispense prescriptions, drugs, or medical supplies or for

whom she or he might manufacture, prepare, or package, or supervise the manufacturing, preparation, or packaging of, prescriptions, drugs, or medical supplies.

(e) Violating chapter 499; 21 U.S.C. ss. 301-392, known as the Federal Food, Drug, and Cosmetic Act; 21 U.S.C. ss. 821 et seq., known as the Comprehensive Drug Abuse Prevention and Control Act; or chapter 893.

(f) Having been convicted or found guilty, regardless of adjudication, in a court of this state or other jurisdiction, of a crime which directly relates to the ability to practice pharmacy or to the practice of pharmacy. A plea of nolo contendere constitutes a conviction for purposes of this provision.

(g) Using in the compounding of a prescription, or furnishing upon prescription, an ingredient or article different in any manner from the ingredient or article prescribed, except as authorized in s. 465.019(6) or s. 465.025.

(h) Having been disciplined by a regulatory agency in another state for any offense that would constitute a violation of this chapter.

(i) Compounding, dispensing, or distributing a legend drug, including any controlled substance, other than in the course of the professional practice of pharmacy. For purposes of this paragraph, it shall be legally presumed that the compounding, dispensing, or distributing of legend drugs in excessive or inappropriate quantities is not in the best interests of the patient and is not in the course of the professional practice of pharmacy.

(j) Making or filing a report or record which the licensee knows to be false, intentionally or negligently failing to file a report or record required by federal or state law, willfully impeding or obstructing such filing, or inducing another person to do so. Such reports or records include only those which the licensee is required to make or file in her or his capacity as a licensed pharmacist.

(k) Failing to make prescription fee or price information readily available by failing to provide such information upon request and upon the presentation of a prescription for pricing or dispensing. Nothing in this section shall be construed to prohibit the quotation of price information on a prescription drug to a potential consumer by telephone.

(l) Placing in the stock of any pharmacy any part of any prescription compounded or dispensed which is returned by a patient; however, in a hospital, nursing home, correctional facility, or extended care facility in which unit-dose medication is dispensed to inpatients, each dose being individually sealed and the individual unit dose or unit-dose system labeled with the name of the drug, dosage strength, manufacturer's control number, and expiration date, if any, the unused unit dose of medication may be returned to the pharmacy for redispensing. Each pharmacist shall maintain appropriate records for any unused or returned medicinal drugs.

(m) Being unable to practice pharmacy with reasonable skill and safety by reason of illness, use of drugs, narcotics, chemicals, or any other type of material or as a result of any mental or physical condition. A pharmacist affected under this paragraph shall at reasonable intervals be afforded an opportunity to demonstrate that she or he can resume the competent practice of pharmacy with reasonable skill and safety to her or his customers.

(n) Violating a rule of the board or department or violating an order of the board or department previously entered in a disciplinary hearing.

(o) Failing to report to the department any licensee under chapter 458 or under chapter 459 who the pharmacist knows has violated the grounds for disciplinary action set out in the law under which that person is licensed and who provides health care services in a facility licensed under chapter 395, or a health maintenance organization certificated under part I of chapter 641, in which the pharmacist also provides services. However, a person who the licensee knows is unable to practice medicine or osteopathic medicine with reasonable skill and safety to patients by reason of illness or use of alcohol, drugs, narcotics, chemicals, or any other type of material, or as a result of a mental or physical condition, may be reported to a consultant operating an impaired practitioner program as described in s. 456.076 rather than to the department.

(p) Failing to notify the Board of Pharmacy in writing within 20 days of the commencement or cessation of the practice of the profession of pharmacy in Florida when such commencement or cessation of the practice of the profession of pharmacy in Florida was a result of a pending or completed disciplinary action or investigation in another jurisdiction.

(q) Using or releasing a patient's records except as authorized by this chapter and chapter 456.

(r) Violating any provision of this chapter or chapter 456, or any rules adopted pursuant thereto.

(s) Dispensing any medicinal drug based upon a communication that purports to be a prescription as defined in s. 465.003 or s. 893.02 when the pharmacist knows or has reason to believe that the purported prescription is not based upon a valid practitioner-patient relationship.

(t) Committing an error or omission during the performance of a specific function of prescription drug processing, which includes, for purposes of this paragraph:

1. Receiving, interpreting, or clarifying a prescription.
2. Entering prescription data into the pharmacy's record.
3. Verifying or validating a prescription.
4. Performing pharmaceutical calculations.
5. Performing prospective drug review as defined by the board.
6. Obtaining refill and substitution authorizations.
7. Interpreting or acting on clinical data.
8. Performing therapeutic interventions.
9. Providing drug information concerning a patient's prescription.
10. Providing patient counseling.

(2) The board may enter an order denying licensure or imposing any of the penalties in s. 456.072(2) against any applicant for licensure or licensee who is found guilty of violating any provision of subsection (1) of this section or who is found guilty of violating any provision of s. 456.072(1).

(3) The board shall not reinstate the license of a pharmacist, or cause a license to be issued to a person it has deemed unqualified, until such time as it is satisfied that she or he has complied with all the terms and conditions set forth in the final order and that such person is capable of safely engaging in the practice of pharmacy.

(4) The board shall by rule establish guidelines for the disposition of disciplinary cases involving specific types of violations. Such guidelines may include minimum and maximum fines, periods of supervision or probation, or conditions of probation or reissuance of a license.

History.—ss. 1, 7, ch. 79-226; ss. 13, 15, 24, 25, 30, 34, 62, ch. 80-406; s. 324, ch. 81-259; ss. 2, 3, ch. 81-318; s. 3, ch. 83-101; s. 37, ch. 83-216; ss. 32, 119, ch. 83-329; s. 1, ch. 84-364; ss. 26, 27, ch. 86-256; s. 41, ch. 88-1; s. 20, ch. 88-277; s. 2, ch. 89-77; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429; s. 45, ch. 92-149; s. 32, ch. 95-144; s. 244, ch. 97-103; s. 91, ch. 97-264; s. 119, ch. 99-397; s. 126, ch. 2000-160; s. 33, ch. 2001-277; s. 3, ch. 2004-387; s. 10, ch. 2005-240; s. 5, ch. 2008-184; s. 11, ch. 2011-141; s. 20, ch. 2016-145; s. 16, ch. 2017-41; s. 19, ch. 2022-35.

465.0161 Distribution of medicinal drugs without a permit.—An Internet pharmacy that distributes a medicinal drug to any person in this state without being permitted as a pharmacy under this chapter commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

History.—s. 4, ch. 2004-387.

465.017 Authority to inspect; disposal.—

(1) Duly authorized agents and employees of the department may inspect in a lawful manner at all reasonable hours any pharmacy, hospital, clinic, wholesale establishment, manufacturer, physician's office, or any other place in the state in which drugs and medical supplies are compounded, manufactured, packed, packaged, made, stored, sold, offered for sale, exposed for sale, or kept for sale for the purpose of:

- (a) Determining if any provision of this chapter or any rule adopted under its authority is being violated;
- (b) Securing samples or specimens of any drug or medical supply after paying or offering to pay for such sample or specimen; or
- (c) Securing such other evidence as may be needed for prosecution under this chapter.

<sup>1</sup>(2) Duly authorized agents and employees of the department may inspect a nonresident pharmacy registered under s. 465.0156 or a nonresident sterile compounding permittee under s. 465.0158 pursuant to this section. The costs of such inspections shall be borne by such pharmacy or permittee.

(3) Except as permitted by this chapter, and chapters 406, 409, 456, 499, and 893, records maintained in a pharmacy relating to the filling of prescriptions and the dispensing of medicinal drugs may be furnished only to the patient for whom the drugs were dispensed, or her or his legal representative, or to the department pursuant to existing

law, or, if the patient is incapacitated or unable to request such records, her or his spouse except upon the written authorization of such patient.

(a) Such records may be furnished in any civil or criminal proceeding, upon the issuance of a subpoena from a court of competent jurisdiction and proper notice to the patient or her or his legal representative by the party seeking such records.

(b) The board shall adopt rules establishing practice guidelines for pharmacies to dispose of records maintained in a pharmacy relating to the filling of prescriptions and the dispensing of medicinal drugs. Such rules must be consistent with the duty to preserve the confidentiality of such records in accordance with applicable state and federal law.

History.—ss. 1, 7, ch. 79-226; ss. 2, 3, ch. 81-318; ss. 1, 2, ch. 85-151; ss. 26, 27, ch. 86-256; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429; s. 125, ch. 94-218; s. 245, ch. 97-103; s. 127, ch. 2000-160; s. 1, ch. 2003-166; s. 4, ch. 2014-148; s. 3, ch. 2019-99.

<sup>1</sup>Note.—Section 11, ch. 2019-99, which was codified as s. 499.02851, provides in part that “[i]mplementation of sections 2 through 10 of this act is contingent upon authorization granted under federal law, rule, or approval.” If the contingency occurs, subsection (2), as amended by s. 3, ch. 2019-99, will read:

(2) Duly authorized agents and employees of the department may inspect a nonresident pharmacy registered under s. 465.0156, an international export pharmacy permittee under s. 465.0157, or a nonresident sterile compounding permittee under s. 465.0158 pursuant to this section. The costs of such inspections shall be borne by such pharmacy or permittee.

465.018 Community pharmacies; permits.—

(1) Any person desiring a permit to operate a community pharmacy shall apply to the department.

(2) If the board office certifies that the application complies with the laws of the state and the rules of the board governing pharmacies, the department shall issue the permit. No permit shall be issued unless a licensed pharmacist is designated as the prescription department manager.

(3) The board may suspend or revoke the permit of, or may refuse to issue a permit to:

(a) Any person who has been disciplined or who has abandoned a permit or allowed a permit to become void after written notice that disciplinary proceedings had been or would be brought against the permit;

(b) Any person who is an officer, director, or person interested directly or indirectly in a person or business entity that has had a permit disciplined or abandoned or become void after written notice that disciplinary proceedings had been or would be brought against the permit; or

(c) Any person who is or has been an officer of a business entity, or who was interested directly or indirectly in a business entity, the permit of which has been disciplined or abandoned or become null and void after written notice that disciplinary proceedings had been or would be brought against the permit.

(4) In addition to any other remedies provided by law, the board may deny the application or suspend or revoke the license, registration, or certificate of any entity regulated or licensed by it if the applicant, licensee, registrant, or licenseholder, or, in the case of a corporation, partnership, or other business entity, if any officer, director, agent, or managing employee of that business entity or any affiliated person, partner, or shareholder having an ownership interest equal to 5 percent or greater in that business entity, has failed to pay all outstanding fines, liens, or overpayments assessed by final order of the department, unless a repayment plan is approved by the department, or has failed to comply with any repayment plan.

(5) In reviewing any application requesting a change of ownership or a change of licensee or registrant, the transferor shall, before board approval of the change, repay or make arrangements to repay any amounts owed to the department. If the transferor fails to repay or make arrangements to repay the amounts owed to the department, the license or registration may not be issued to the transferee until repayment or until arrangements for repayment are made.

(6) Passing an onsite inspection is a prerequisite to the issuance of an initial permit or a permit for a change of location. The department must make the inspection within 90 days before issuance of the permit.

(7) Community pharmacies that dispense controlled substances must maintain a record of all controlled substance dispensing consistent with the requirements of s. 893.07 and

must make the record available to the department and law enforcement agencies upon request.

History.—ss. 1, 7, ch. 79-226; ss. 2, 3, ch. 81-318; ss. 26, 27, ch. 86-256; s. 3, ch. 88-172; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429; s. 12, ch. 2011-141.

465.0181 Community pharmacy permit required to dispense Schedule II or Schedule III controlled substances.—In order to dispense controlled substances listed in Schedule II or Schedule III, as provided in s. 893.03, on or after July 1, 2012, a community pharmacy permittee must be permitted pursuant to this chapter, as amended by this act, and any rules adopted thereunder.

History.—s. 13, ch. 2011-141.

465.019 Institutional pharmacies; permits.—

(1) Any institution desiring to operate an institutional pharmacy shall apply to the department. If the board certifies that the application complies with the laws of the state and the rules of the board governing pharmacies, the department shall issue the permit.

(2) The following classes of institutional pharmacies are established:

(a) "Class I institutional pharmacies" are those institutional pharmacies in which all medicinal drugs are administered from individual prescription containers to the individual patient and in which medicinal drugs are not dispensed on the premises, except that nursing homes licensed under part II of chapter 400 may purchase medical oxygen for administration to residents. No medicinal drugs may be dispensed in a Class I institutional pharmacy.

(b) "Class II institutional pharmacies" are those institutional pharmacies which employ the services of a registered pharmacist or pharmacists who, in practicing institutional pharmacy, shall provide dispensing and consulting services on the premises to patients of that institution, for use on the premises of that institution. However, an institutional pharmacy located in an area or county included in an emergency order or proclamation of a state of emergency declared by the Governor may provide dispensing and consulting services to individuals who are not patients of the institution. However, a single dose of a medicinal drug may be obtained and administered to a patient on a valid physician's drug order under the supervision of a physician or charge nurse, consistent with good institutional practice procedures. The obtaining and administering of such single dose of a medicinal drug shall be pursuant to drug-handling procedures established by a consultant pharmacist. Medicinal drugs may be dispensed in a Class II institutional pharmacy, but only in accordance with the provisions of this section.

(c) "Modified Class II institutional pharmacies" are those institutional pharmacies in short-term, primary care treatment centers that meet all the requirements for a Class II permit, except space and equipment requirements.

(d)1. "Class III institutional pharmacies" are those institutional pharmacies, including central distribution facilities, affiliated with a hospital which provide the same services that are authorized by a Class II institutional pharmacy permit. Class III institutional pharmacies may also:

- a. Dispense, distribute, compound, and fill prescriptions for medicinal drugs for inpatient treatment or for patients receiving acute and postacute hospital care at home.
- b. Prepare prepackaged drug products.
- c. Conduct other pharmaceutical services for the affiliated hospital and for entities under common control that are each permitted under this chapter to possess medicinal drugs.
- d. Provide the services in sub-subparagraphs a.-c. to an entity under common control which holds an active health care clinic establishment permit as required under s.

499.01(2)(r).

2. A Class III institutional pharmacy shall maintain policies and procedures addressing:

- a. The consultant pharmacist responsible for pharmaceutical services.
- b. Safe practices for the preparation, dispensing, prepackaging, distribution, and transportation of medicinal drugs and prepackaged drug products.
- c. Recordkeeping to monitor the movement, distribution, and transportation of medicinal drugs and prepackaged drug products.
- d. Recordkeeping of pharmacy staff responsible for each step in the preparation, dispensing, prepackaging, transportation, and distribution of medicinal drugs and prepackaged drug products.
- e. Medicinal drugs and prepackaged drug products that may not be safely distributed among Class III institutional pharmacies.

(3) Medicinal drugs shall be stocked, stored, compounded, dispensed, or administered in any health care institution only when that institution has secured an institutional pharmacy

permit from the department.

(4)(a) Medicinal drugs shall be dispensed by an institutional pharmacy to outpatients only when that institution has secured a community pharmacy permit from the department. However, medicinal drugs may be dispensed by a hospital that operates a Class II or Class III institutional pharmacy to a patient of the hospital's emergency department or a hospital inpatient upon discharge if a prescriber, as defined in s. 465.025(1), treating the patient in such hospital determines that the medicinal drug is warranted and that community pharmacy services are not readily accessible, geographically or otherwise, to the patient. Such prescribing and dispensing must be for a supply of the drug that will last for the greater of the following:

1. Up to 48 hours; or
2. Through the end of the next business day.

(b) Notwithstanding subparagraph (a)1., if a state of emergency has been declared and is in effect for an area of this state pursuant to s. 252.36, a supply of a medicinal drug which will last up to 72 hours may be prescribed and dispensed under paragraph (a) in that area.

(c) A prescriber as defined in s. 465.025(1) who prescribes medicinal drugs under this subsection may provide the patient with a prescription for such drug for use beyond the initial prescription period if the prescriber determines that such use is warranted. Any prescribing or dispensing of a controlled substance under this subsection must comply with the applicable requirements of ss. 456.44 and 465.0276.

(d) The board may adopt rules to implement this subsection.

(5) All institutional pharmacies shall be under the professional supervision of a consultant pharmacist, and the compounding and dispensing of medicinal drugs shall be done only by a licensed pharmacist. Every institutional pharmacy that employs or otherwise uses registered pharmacy technicians shall have a written policy and procedures manual specifying those duties, tasks, and functions that a registered pharmacy technician is allowed to perform.

(6) In a Class II or Class III institutional pharmacy, an institutional formulary system may be adopted with approval of the medical staff for the purpose of identifying those medicinal drugs, proprietary preparations, biologics, biosimilars, and biosimilar interchangeables that may be dispensed by the pharmacists employed in such institution. A facility with a Class II or Class III institutional pharmacy permit which is operating under the formulary system shall establish policies and procedures for the development of the system in accordance with the joint standards of the American Hospital Association and American Society of Hospital Pharmacists for the utilization of a hospital formulary system, which formulary shall be approved by the medical staff.

History.—ss. 1, 7, ch. 79-226; ss. 2, 3, ch. 81-318; s. 2, ch. 83-101; ss. 26, 27, ch. 86-256; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429; s. 29, ch. 93-211; s. 244, ch. 98-166; s. 36, ch. 99-397; s. 79, ch. 2001-277; s. 6, ch. 2008-216; s. 1, ch. 2013-102; s. 3, ch. 2018-95; s. 1, ch. 2021-121; s. 4, ch. 2022-35.

465.0193 Nuclear pharmacy permits.—Any person desiring a permit to operate a nuclear pharmacy shall apply to the department. If the board certifies that the application complies with applicable law, the department shall issue the permit. No permit shall be issued unless a duly licensed and qualified nuclear pharmacist is designated as being responsible for activities described in s. 465.0126. The permittee shall notify the department within 10 days of any change of the licensed pharmacist responsible for the compounding and dispensing of nuclear pharmaceuticals.

History.—ss. 33, 118, ch. 83-329; ss. 15, 26, 27, ch. 86-256; s. 4, ch. 88-172; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429.

465.0196 Special pharmacy permits.—Any person desiring a permit to operate a special pharmacy shall apply to the department for a special pharmacy permit. If the board certifies that the application complies with the applicable laws and rules of the board governing the practice of the profession of pharmacy, the department shall issue the permit. A permit may not be issued unless a licensed pharmacist is designated to undertake the professional supervision of the compounding and dispensing of all drugs dispensed by the pharmacy. The licensed pharmacist shall be responsible for maintaining all drug records and for providing for the security of the area in the facility in which the compounding, storing, and dispensing of medicinal drugs occurs. The permittee shall notify the department within 10 days after any change of the licensed pharmacist responsible for such duties. Each permittee that employs or otherwise uses registered pharmacy technicians shall have a written policy and procedures manual specifying those duties, tasks, and functions that a registered pharmacy technician is allowed to perform.



History.—ss. 34, 118, ch. 83-329; ss. 26, 27, ch. 86-256; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429; s. 92, ch. 97-264; s. 122, ch. 99-397; s. 80, ch. 2001-277; s. 5, ch. 2004-387; s. 7, ch. 2008-216.

465.0197 Internet pharmacy permits.—

(1) Any person desiring a permit to operate an Internet pharmacy shall apply to the department for an Internet pharmacy permit. If the board certifies that the application complies with the applicable laws and rules of the board governing the practice of the profession of pharmacy, the department shall issue the permit. A permit may not be issued unless a licensed pharmacist is designated as the prescription department manager for dispensing medicinal drugs to persons in this state. The licensed pharmacist shall be responsible for maintaining all drug records and for providing for the security of the area in the facility in which the compounding, storing, and dispensing of medicinal drugs to persons in this state occurs. The permittee shall notify the department within 30 days after any change of the licensed pharmacist responsible for such duties. A permittee that employs or otherwise uses registered pharmacy technicians shall have a written policy and procedures manual specifying those duties, tasks, and functions that a registered pharmacy technician is allowed to perform.

(2) An Internet pharmacy must obtain a permit under this section to sell medicinal drugs to persons in this state.

(3) An Internet pharmacy shall provide pharmacy services at a high level of protection and competence and shall disclose to the board the following specific information:

(a) That it maintains at all times a valid, unexpired license, permit, or registration to operate the pharmacy in compliance with the laws of the state in which the dispensing facility is located and from which the medicinal drugs shall be dispensed.

(b) The location, names, and titles of all principal corporate officers and the pharmacist who serves as the prescription department manager for dispensing medicinal drugs to persons in this state. This disclosure shall be made within 30 days after any change of location, principal corporate officer, or pharmacist serving as the prescription department manager for dispensing medicinal drugs to persons in this state.

(c) That it complies with all lawful directions and requests for information from the regulatory or licensing agency of all states in which it is licensed as well as with all requests for information made by the board pursuant to this section. It shall respond directly to all communications from the board concerning emergency circumstances arising from errors in the dispensing of medicinal drugs to persons in this state.

(d) That it maintains its records of medicinal drugs dispensed to patients in this state so that the records are readily retrievable from the other business records of the pharmacy and from the records of other medicinal drugs dispensed.

(e) That during its regular hours of operation but not less than 6 days per week, for a minimum of 40 hours per week, a toll-free telephone service shall be provided to facilitate communication between patients in this state and a pharmacist at the pharmacy who has access to the patient's records. This toll-free number must be disclosed on the label affixed to each container of dispensed medicinal drugs.

(4) Notwithstanding s. 465.003, for purposes of this section, the Internet pharmacy and the pharmacist designated by the Internet pharmacy as the prescription department manager or the equivalent must be licensed in the state of location in order to dispense into this state.

History.—s. 6, ch. 2004-387; s. 8, ch. 2008-216; s. 20, ch. 2022-35.

465.022 Pharmacies; general requirements; fees.—

(1) The board shall adopt rules pursuant to ss. 120.536(1) and 120.54 to implement the provisions of this chapter. Such rules shall include, but shall not be limited to, rules relating to:

(a) General drug safety measures.

(b) Minimum standards for the physical facilities of pharmacies.

(c) Safe storage of floor-stock drugs.

(d) Functions of a pharmacist in an institutional pharmacy, consistent with the size and scope of the pharmacy.

(e) Procedures for the safe storage and handling of radioactive drugs.

(f) Procedures for the distribution and disposition of medicinal drugs distributed pursuant to s. 499.028.

(g) Procedures for transfer of prescription files and medicinal drugs upon the change of ownership or closing of a pharmacy.

- (h) Minimum equipment which a pharmacy shall at all times possess to fill prescriptions properly.
- (i) Procedures for the dispensing of controlled substances to minimize dispensing based on fraudulent representations or invalid practitioner-patient relationships.
- (2) A pharmacy permit may be issued only to a natural person who is at least 18 years of age, to a partnership comprised of at least one natural person and all of whose partners are at least 18 years of age, to a governmental agency, or to a business entity that is properly registered with the Secretary of State, if required by law, and has been issued a federal employer tax identification number. Permits issued to business entities may be issued only to entities whose affiliated persons, members, partners, officers, directors, and agents, including persons required to be fingerprinted under subsection (3), are not less than 18 years of age.
- (3) Any person or business entity, before engaging in the operation of a pharmacy, shall file with the board a sworn application on forms provided by the department. For purposes of this section, any person required to provide fingerprints under this subsection is an affiliated person within the meaning of s. 465.023(1).
- (a) An application for a pharmacy permit must include a set of fingerprints from each person having an ownership interest of 5 percent or greater and from any person who, directly or indirectly, manages, oversees, or controls the operation of the applicant, including officers and members of the board of directors of an applicant that is a corporation. The applicant must provide payment in the application for the cost of state and national criminal history records checks.
1. For corporations having more than \$100 million of business taxable assets in this state, in lieu of these fingerprint requirements, the department shall require the prescription department manager or consultant pharmacist of record who will be directly involved in the management and operation of the pharmacy to submit a set of fingerprints.
2. A representative of a corporation described in subparagraph 1. satisfies the requirement to submit a set of his or her fingerprints if the fingerprints are on file with the department or the Agency for Health Care Administration, meet the fingerprint specifications for submission by the Department of Law Enforcement, and are available to the department.
- (b) The department shall annually submit the fingerprints provided by the applicant to the Department of Law Enforcement for a state criminal history records check. The Department of Law Enforcement shall annually forward the fingerprints to the Federal Bureau of Investigation for a national criminal history records check. The department shall report the results of annual criminal history records checks to wholesale distributors permitted under chapter 499 for the purposes of s. 499.0121(15).
- (c) In addition to those documents required by the department or board, each applicant having any financial or ownership interest greater than 5 percent in the subject of the application must submit a signed affidavit disclosing any financial or ownership interest greater than 5 percent in any pharmacy permitted in the past 5 years, which pharmacy has closed voluntarily or involuntarily, has filed a voluntary relinquishment of its permit, has had its permit suspended or revoked, or has had an injunction issued against it by a regulatory agency. The affidavit must disclose the reason such entity was closed, whether voluntary or involuntary.
- (4) An application for a pharmacy permit must include the applicant's written policies and procedures for preventing controlled substance dispensing based on fraudulent representations or invalid practitioner-patient relationships. The board must review the policies and procedures and may deny a permit if the policies and procedures are insufficient to reasonably prevent such dispensing. The department may phase in the submission and review of policies and procedures over one 18-month period beginning July 1, 2011.
- (5) The department or board shall deny an application for a pharmacy permit if the applicant or an affiliated person, partner, officer, director, or prescription department manager or consultant pharmacist of record of the applicant:
- (a) Has obtained a permit by misrepresentation or fraud.
- (b) Has attempted to procure, or has procured, a permit for any other person by making, or causing to be made, any false representation.
- (c) Has been convicted of, or entered a plea of guilty or nolo contendere to, regardless of adjudication, a crime in any jurisdiction which relates to the practice of, or the ability to practice, the profession of pharmacy.

- (d) Has been convicted of, or entered a plea of guilty or nolo contendere to, regardless of adjudication, a crime in any jurisdiction which relates to health care fraud.
- (e) Has been convicted of, or entered a plea of guilty or nolo contendere to, regardless of adjudication, a felony under chapter 409, chapter 817, or chapter 893, or a similar felony offense committed in another state or jurisdiction, since July 1, 2009.
- (f) Has been convicted of, or entered a plea of guilty or nolo contendere to, regardless of adjudication, a felony under 21 U.S.C. ss. 801-970 or 42 U.S.C. ss. 1395-1396 since July 1, 2009.
- (g) Has been terminated for cause from the Florida Medicaid program pursuant to s. 409.913, unless the applicant has been in good standing with the Florida Medicaid program for the most recent 5-year period.
- (h) Has been terminated for cause, pursuant to the appeals procedures established by the state, from any other state Medicaid program, unless the applicant has been in good standing with a state Medicaid program for the most recent 5-year period and the termination occurred at least 20 years before the date of the application.
- (i) Is currently listed on the United States Department of Health and Human Services Office of Inspector General's List of Excluded Individuals and Entities.
- (j) Has dispensed any medicinal drug based upon a communication that purports to be a prescription as defined in s. 465.003 or s. 893.02 when the pharmacist knows or has reason to believe that the purported prescription is not based upon a valid practitioner-patient relationship that includes a documented patient evaluation, including history and a physical examination adequate to establish the diagnosis for which any drug is prescribed and any other requirement established by board rule under chapter 458, chapter 459, chapter 461, chapter 463, chapter 464, or chapter 466.

For felonies in which the defendant entered a plea of guilty or nolo contendere in an agreement with the court to enter a pretrial intervention or drug diversion program, the department shall deny the application if upon final resolution of the case the licensee has failed to successfully complete the program.

- (6) The department or board may deny an application for a pharmacy permit if the applicant or an affiliated person, partner, officer, director, or prescription department manager or consultant pharmacist of record of the applicant has violated or failed to comply with any provision of this chapter; chapter 499, the Florida Drug and Cosmetic Act; chapter 893; 21 U.S.C. ss. 301-392, the Federal Food, Drug, and Cosmetic Act; 21 U.S.C. ss. 821 et seq., the Comprehensive Drug Abuse Prevention and Control Act; or any rules or regulations promulgated thereunder unless the violation or noncompliance is technical.
- (7) After the application has been filed with the board and the permit fee provided in this section has been received, the board shall cause the application to be fully investigated, both as to the qualifications of the applicant and the prescription department manager or consultant pharmacist designated to be in charge and as to the premises and location described in the application.
- (8) The Board of Pharmacy shall have the authority to determine whether a bona fide transfer of ownership is present and that the sale of a pharmacy is not being accomplished for the purpose of avoiding an administrative prosecution.
- (9) Upon the completion of the investigation of an application, the board shall approve or deny the application. If approved, the permit shall be issued by the department.
- (10) A permittee must notify the department, on a form approved by the board, within 10 days after any change in prescription department manager or consultant pharmacist of record.
- (11) A permittee must notify the department of the identity of the prescription department manager within 10 days after employment. The prescription department manager must comply with the following requirements:
  - (a) The prescription department manager of a permittee must obtain and maintain all drug records required by any state or federal law to be obtained by a pharmacy, including, but not limited to, records required by or under this chapter, chapter 499, or chapter 893. The prescription department manager must ensure the permittee's compliance with all rules adopted under those chapters as they relate to the practice of the profession of pharmacy and the sale of prescription drugs.
  - (b) The prescription department manager must ensure the security of the prescription department. The prescription department manager must notify the board of any theft or significant loss of any controlled substances within 1 business day after discovery of the theft or loss.

- (c) A registered pharmacist may not serve as the prescription department manager in more than one location unless approved by the board.
- (12) The board shall adopt rules that require the keeping of such records of prescription drugs as are necessary for the protection of public health, safety, and welfare.
- (a) All required records documenting prescription drug distributions shall be readily available or immediately retrievable during an inspection by the department.
- (b) The records must be maintained for 4 years after the creation or receipt of the record, whichever is later.
- (13) Permits issued by the department are not transferable.
- (14) The board shall set the fees for the following:
- (a) Initial permit fee not to exceed \$250.
- (b) Biennial permit renewal not to exceed \$250.
- (c) Delinquent fee not to exceed \$100.
- (d) Change of location fee not to exceed \$100.
- History.—ss. 1, 7, ch. 79-226; ss. 2, 3, ch. 81-318; s. 36, ch. 82-225; ss. 16, 26, 27, ch. 86-256; s. 6, ch. 88-172; s. 14, ch. 88-205; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429; s. 127, ch. 98-200; s. 27, ch. 2009-223; s. 14, ch. 2011-141; s. 21, ch. 2016-145; s. 21, ch. 2022-35.
- 465.023 Pharmacy permittee; disciplinary action.—
- (1) The department or the board may revoke or suspend the permit of any pharmacy permittee, and may fine, place on probation, or otherwise discipline any pharmacy permittee if the permittee, or any affiliated person, partner, officer, director, or agent of the permittee, including a person fingerprinted under s. 465.022(3), has:
- (a) Obtained a permit by misrepresentation or fraud or through an error of the department or the board;
- (b) Attempted to procure, or has procured, a permit for any other person by making, or causing to be made, any false representation;
- (c) Violated any of the requirements of this chapter or any of the rules of the Board of Pharmacy; of chapter 499, known as the "Florida Drug and Cosmetic Act"; of 21 U.S.C. ss. 301-392, known as the "Federal Food, Drug, and Cosmetic Act"; of 21 U.S.C. ss. 821 et seq., known as the Comprehensive Drug Abuse Prevention and Control Act; or of chapter 893;
- (d) Been convicted or found guilty, regardless of adjudication, of a felony or any other crime involving moral turpitude in any of the courts of this state, of any other state, or of the United States;
- (e) Been convicted or disciplined by a regulatory agency of the Federal Government or a regulatory agency of another state for any offense that would constitute a violation of this chapter;
- (f) Been convicted of, or entered a plea of guilty or nolo contendere to, regardless of adjudication, a crime in any jurisdiction which relates to the practice of, or the ability to practice, the profession of pharmacy;
- (g) Been convicted of, or entered a plea of guilty or nolo contendere to, regardless of adjudication, a crime in any jurisdiction which relates to health care fraud; or
- (h) Dispensed any medicinal drug based upon a communication that purports to be a prescription as defined in s. 465.003 or s. 893.02 when the pharmacist knows or has reason to believe that the purported prescription is not based upon a valid practitioner-patient relationship that includes a documented patient evaluation, including history and a physical examination adequate to establish the diagnosis for which any drug is prescribed and any other requirement established by board rule under chapter 458, chapter 459, chapter 461, chapter 463, chapter 464, or chapter 466.
- (2) If a pharmacy permit is revoked or suspended, the owner, manager, or proprietor shall cease to operate the establishment as a pharmacy as of the effective date of such suspension or revocation. In the event of such revocation or suspension, the owner, manager, or proprietor shall remove from the premises all signs and symbols identifying the premises as a pharmacy. The period of such suspension shall be prescribed by the Board of Pharmacy, but in no case shall it exceed 1 year. In the event that the permit is revoked, the person owning or operating the establishment shall not be entitled to make application for a permit to operate a pharmacy for a period of 1 year from the date of such revocation. Upon the effective date of such revocation, the permittee shall advise the Board of Pharmacy of the disposition of the medicinal drugs located on the premises. Such disposition shall be subject to continuing supervision and approval by the Board of Pharmacy.

History.—ss. 1, 7, ch. 79-226; ss. 2, 3, ch. 81-318; s. 38, ch. 83-216; ss. 35, 119, ch. 83-329; ss. 26, 27, ch. 86-256; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429; s. 33, ch. 95-144; s. 7, ch. 2004-387; s. 6, ch. 2008-184; s. 28, ch. 2009-223; s. 22, ch. 2016-145; s. 22, ch. 2022-35.

465.0235 Automated pharmacy systems used by long-term care facilities, hospices, or state correctional institutions, or for outpatient dispensing.—

(1) A pharmacy may provide pharmacy services to a long-term care facility or hospice licensed under chapter 400 or chapter 429 or a state correctional institution operated under chapter 944 through the use of an automated pharmacy system that need not be located at the same location as the pharmacy.

(2) A community pharmacy, as defined in s. 465.003 and licensed in this state, may provide pharmacy services for outpatient dispensing through the use of an automated pharmacy system that need not be located at the same location as the community pharmacy if:

(a) The automated pharmacy system is under the supervision and control of the community pharmacy.

(b) The automated pharmacy system is housed in an indoor environment area and in a location to increase patients' access to their prescriptions, including, but not limited to, medical facilities or places of business where essential goods and commodities are sold or large employer workplaces or locations where access to a community pharmacy is limited.

(c) The community pharmacy providing services through the automated pharmacy system notifies the board of the location of the automated pharmacy system and any changes in such location.

(d) The automated pharmacy system has a mechanism that provides live, real-time patient counseling by a pharmacist, as defined in s. 465.003 and licensed in this state, before the dispensing of any medicinal drug.

(e) The automated pharmacy system does not contain or dispense any controlled substance listed in s. 893.03 or 21 U.S.C. s. 812.

(f) The community pharmacy maintains a record of the medicinal drugs dispensed, including the identity of the pharmacist responsible for verifying the accuracy of the dosage and directions and providing patient counseling.

(g) The automated pharmacy system ensures the confidentiality of personal health information.

(h) The community pharmacy maintains written policies and procedures to ensure the proper, safe, and secure functioning of the automated pharmacy system. The community pharmacy shall annually review the policies and procedures and maintain a record of such policies and procedures for a minimum of 4 years. The annual review must be documented in the community pharmacy's records and must be made available to the board upon request. The policies and procedures must, at a minimum, address all of the following:

1. Maintaining the automated pharmacy system and any accompanying electronic verification process in good working order.
2. Ensuring the integrity of the automated pharmacy system's drug identifier database and its ability to identify the person responsible for making database entries.
3. Ensuring the accurate filling, stocking, restocking, and verification of the automated pharmacy system.
4. Ensuring the sanitary operation of the automated pharmacy system and the prevention of cross-contamination of cells, cartridges, containers, cassettes, or packages.
5. Testing the accuracy of the automated pharmacy system and any accompanying electronic verification process. The automated pharmacy system and accompanying electronic verification process must, at a minimum, be tested before the first use of the system, upon restarting the system, and after a modification of the system or electronic verification process which alters the filling, stocking, or restocking of the system or the electronic verification process.
6. Training of persons authorized to access, stock, restock, or use the system.
7. Conducting routine and preventative maintenance of the automated pharmacy system, including calibration of the system, if applicable.
8. Removing expired, adulterated, misbranded, or recalled medicinal drugs from the automated pharmacy system.
9. Preventing unauthorized persons from accessing the automated pharmacy system, including assigning, discontinuing, or modifying security access.
10. Identifying and recording persons responsible for filling, stocking, and restocking the automated pharmacy system.

11. Ensuring compliance with state and federal law, including, but not limited to, all applicable labeling, storage, and security requirements.
12. Maintaining an ongoing quality assurance program that monitors and records performance of the automated pharmacy system and any accompanying electronic verification process to ensure proper and accurate functioning, including tracking and documenting system errors. A community pharmacy must maintain such records for a minimum of 4 years and must make such records available to the board upon request.
- (3) Medicinal drugs stored in bulk or unit of use in an automated pharmacy system servicing a long-term care facility, hospice, or correctional institution, or for outpatient dispensing, are part of the inventory of the pharmacy providing pharmacy services to that facility, hospice, or institution, or for outpatient dispensing, and medicinal drugs delivered by the automated pharmacy system are considered to have been dispensed by that pharmacy.
- (4) The operation of an automated pharmacy system must be under the supervision of a pharmacist licensed in this state. To qualify as a supervisor for an automated pharmacy system, the pharmacist need not be physically present at the site of the automated pharmacy system and may supervise the system electronically. The pharmacist shall be required to develop and implement policies and procedures designed to verify that the medicinal drugs delivered by the automated pharmacy system are accurate and valid and that the machine is properly restocked.
- (5) The Legislature does not intend for this section to limit the current practice of pharmacy in this state. This section is intended to allow automated pharmacy systems to enhance the ability of a pharmacist to provide pharmacy services in locations that do not employ a full-time pharmacist. This section does not limit or replace the use of a consultant pharmacist.
- (6) The board may adopt rules governing the use of automated pharmacy systems. If adopted, such rules must include all of the following:
  - (a) Recordkeeping requirements.
  - (b) Security requirements.
  - (c) Labeling requirements that permit the use of unit-dose medications if the facility, hospice, or institution maintains medication-administration records that include directions for use of the medication and the automated pharmacy system identifies:
    1. The dispensing pharmacy.
    2. The prescription number.
    3. The name of the patient.
    4. The name of the prescribing practitioner.

History.—s. 3, ch. 2004-25; s. 92, ch. 2006-197; s. 119, ch. 2020-2; s. 1, ch. 2020-124.  
465.024 Promoting sale of certain drugs prohibited.—

(1) It is declared that the unrestricted use of certain controlled substances, causing abnormal reactions that may interfere with the user's physical reflexes and judgments, may create hazardous circumstances which may cause accidents to the user and to others, thereby affecting the public health, safety, and welfare. It is further declared to be in the public interest to limit the means of promoting the sale and use of these drugs. All provisions of this section shall be liberally construed to carry out these objectives and purposes.

(2) No pharmacist, owner, or employee of a retail drug establishment shall use any communication media to promote or advertise the use or sale of any controlled substance appearing in any schedule in chapter 893.

(3) This section shall not prohibit the advertising of any medicinal drugs, other than those controlled substances specified in chapter 893, or any patent or proprietary preparation, provided the advertising is not false, misleading, or deceptive.

History.—ss. 1, 7, ch. 79-226; ss. 2, 3, ch. 81-318; ss. 26, 27, ch. 86-256; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429.

465.0244 Information disclosure.—

(1) Every pharmacy shall make available on its website a hyperlink to the health information that is disseminated by the Agency for Health Care Administration pursuant to s. 408.05(3) and shall place in the area where customers receive filled prescriptions notice that such information is available electronically and the address of its Internet website.

(2) In addition to the requirements of s. 465.025, a pharmacist or her or his authorized employee must inform customers of a less expensive, generically equivalent drug product for her or his prescription and whether the cost-sharing obligation to the customer exceeds the retail price of the prescription in the absence of prescription drug coverage.

History.—s. 39, ch. 2004-297; s. 14, ch. 2006-261; s. 16, ch. 2016-234; s. 1, ch. 2018-91.

465.025 Substitution of drugs.—

(1) As used in this section:

(a) “Brand name” means the registered trademark name given to a drug product by its manufacturer, labeler, or distributor.

(b) “Generically equivalent drug product” means a drug product with the same active ingredient, finished dosage form, and strength.

(c) “Prescriber” means any practitioner licensed to prescribe medicinal drugs.

(2) A pharmacist who receives a prescription for a brand name drug shall, unless requested otherwise by the purchaser, substitute a less expensive, generically equivalent drug product that is:

(a) Distributed by a business entity doing business, and subject to suit and service of legal process, in the United States; and

(b) Listed in the formulary of generic and brand name drug products as provided in subsection (5) for the brand name drug prescribed,

unless the prescriber writes the words “MEDICALLY NECESSARY,” in her or his own handwriting, on the face of a written prescription; unless, in the case of an oral prescription, the prescriber expressly indicates to the pharmacist that the brand name drug prescribed is medically necessary; or unless, in the case of a prescription that is electronically generated and transmitted, the prescriber makes an overt act when transmitting the prescription to indicate that the brand name drug prescribed is medically necessary. When done in conjunction with the electronic transmission of the prescription, the prescriber’s overt act indicates to the pharmacist that the brand name drug prescribed is medically necessary.

(3)(a) Any pharmacist who substitutes any drug as provided in subsection (2) shall notify the person presenting the prescription of such substitution, together with the existence and amount of the retail price difference between the brand name drug and the drug substituted for it, and shall inform the person presenting the prescription that such person may refuse the substitution as provided in subsection (2).

(b) Any pharmacist substituting a less expensive drug product shall pass on to the consumer the full amount of the savings realized by such substitution.

(4) Each pharmacist shall maintain a record of any substitution of a generically equivalent drug product for a prescribed brand name drug as provided in this section.

(5) Each community pharmacy shall establish a formulary of generic and brand name drug products which, if selected as the drug product of choice, would not pose a threat to the health and safety of patients receiving prescription medication. In compiling the list of generic and brand name drug products for inclusion in the formulary, the pharmacist shall rely on drug product research, testing, information, and formularies compiled by other pharmacies, by states, by the United States Department of Health, Education, and Welfare, by the United States Department of Health and Human Services, or by any other source which the pharmacist deems reliable. Each community pharmacy shall make such formulary available to the public, the Board of Pharmacy, or any physician requesting same. This formulary shall be revised following each addition, deletion, or modification of said formulary.

(6) The Board of Pharmacy and the Board of Medicine shall establish by rule a formulary of generic drug type and brand name drug products which are determined by the boards to demonstrate clinically significant biological or therapeutic inequivalence and which, if substituted, would pose a threat to the health and safety of patients receiving prescription medication.

(a) The formulary may be added to or deleted from as the Board of Pharmacy and the Board of Medicine deem appropriate. Any person who requests any inclusion, addition, or deletion of a generic drug type or brand name drug product to the formulary shall have the burden of proof to show cause why such inclusion, addition, or deletion should be made.

(b) Upon adoption of the formulary required by this subsection, and upon each addition, deletion, or modification to the formulary, the Board of Pharmacy shall mail a copy to each manager of the prescription department of each community pharmacy licensed by the state, each nonresident pharmacy registered in the state, and each board regulating practitioners licensed by the laws of the state to prescribe drugs shall incorporate such formulary into its rules. No pharmacist shall substitute a generically equivalent drug



product for a prescribed brand name drug product if the brand name drug product or the generic drug type drug product is included in the said formulary.

(7) Every community pharmacy shall display in a prominent place that is in clear and unobstructed public view, at or near the place where prescriptions are dispensed, a sign in block letters not less than 1 inch in height which shall read: "CONSULT YOUR PHARMACIST CONCERNING THE AVAILABILITY OF A LESS EXPENSIVE GENERICALLY EQUIVALENT DRUG AND THE REQUIREMENTS OF FLORIDA LAW."

(8) The standard of care to be applied to the acts of any pharmacist performing professional services in compliance with this section when a substitution is made by said pharmacist shall be that which would apply to the performance of professional services in the dispensing of a prescription order prescribing a drug by generic name. In no event when a pharmacist substitutes a drug shall the prescriber be liable in any action for loss, damage, injury, or death to any person occasioned by or arising from the use or nonuse of the substituted drug, unless the original drug was incorrectly prescribed.

(9) A pharmacist may therapeutically substitute medicinal drugs in accordance with an institutional formulary established under s. 400.143 for the resident of a nursing home facility if the prescriber has agreed to the use of such institutional formulary for the patient. The pharmacist may not therapeutically substitute a medicinal drug pursuant to the facility's institutional formulary if the prescriber indicates on the prescription "NO THERAPEUTIC SUBSTITUTION" or overtly indicates that therapeutic substitution is prohibited as authorized under s. 400.143(5)(c).

History.—ss. 1, 7, ch. 79-226; s. 325, ch. 81-259; ss. 2, 3, ch. 81-318; ss. 26, 27, ch. 86-256; s. 4, ch. 89-218; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 20, ch. 91-220; s. 4, ch. 91-429; s. 246, ch. 97-103; s. 4, ch. 2006-271; s. 2, ch. 2020-103.

465.0251 Generic drugs; removal from formulary under specified circumstances.—

(1) The Board of Pharmacy and the Board of Medicine shall remove any generic named drug product from the formulary established by s. 465.025(6), if every commercially marketed equivalent of that drug product is "A" rated as therapeutically equivalent to a reference listed drug or is a reference listed drug as referred to in "Approved Drug Products with Therapeutic Equivalence Evaluations" (Orange Book) published by the United States Food and Drug Administration.

(2) Nothing in this act shall alter or amend s. 465.025 as to existing law providing for the authority of physicians to prohibit generic drug substitution by writing "medically necessary" on the prescription.

History.—ss. 1, 2, ch. 2001-146.

465.0252 Substitution of interchangeable biosimilar products.—

(1) As used in this section, the terms "biological product," "biosimilar," and "interchangeable" have the same meanings as defined in s. 351 of the federal Public Health Service Act, 42 U.S.C. s. 262.

(2) A pharmacist may only dispense a substitute biological product for the prescribed biological product if:

(a) The United States Food and Drug Administration has determined that the substitute biological product is biosimilar to and interchangeable for the prescribed biological product.

(b) The prescribing health care provider does not express a preference against substitution in writing, verbally, or electronically.

(c) The pharmacist notifies the person presenting the prescription of the substitution in the same manner as provided in s. 465.025(3)(a).

(d) The pharmacist retains a written or electronic record of the substitution for at least 2 years.

(3) A pharmacist who practices in a Class II, Modified Class II, or Class III institutional pharmacy shall comply with the notification provisions of paragraph (2)(c) by entering the substitution in the institution's written medical record system or electronic medical record system.

(4) The board shall maintain on its public website a current list of biological products that the United States Food and Drug Administration has determined are biosimilar and interchangeable as provided in paragraph (2)(a).

History.—s. 2, ch. 2013-102; s. 4, ch. 2018-95.

465.0255 Expiration date of medicinal drugs; display; related use and storage instructions.—

(1) The manufacturer, repackager, or other distributor of any medicinal drug shall display the expiration date of each drug in a readable fashion on the container and on its packaging. The term "readable" means conspicuous and bold.

(2) Each pharmacist for a community pharmacy dispensing medicinal drugs and each practitioner dispensing medicinal drugs on an outpatient basis shall display on the outside of the container of each medicinal drug dispensed, or in other written form delivered to the purchaser:

- (a) The expiration date when provided by the manufacturer, repackager, or other distributor of the drug; or
- (b) An earlier beyond-use date for expiration, which may be up to 1 year after the date of dispensing.

The dispensing pharmacist or practitioner must provide information concerning the expiration date to the purchaser upon request and must provide appropriate instructions regarding the proper use and storage of the drug.

(3) This section does not impose liability on the dispensing pharmacist or practitioner for damages related to, or caused by, a medicinal drug that loses its effectiveness prior to the expiration date displayed by the dispensing pharmacist or practitioner.

(4) The provisions of this section are intended to notify the patient receiving a medicinal drug of the information required by this section, and the dispensing pharmacist or practitioner shall not be liable for the patient's failure to heed such notice or to follow the instructions for storage.

History.—ss. 1, 2, ch. 93-44; s. 8, ch. 2004-387.

465.026 Filling of certain prescriptions.—Nothing contained in this chapter shall be construed to prohibit a pharmacist licensed in this state from filling or refilling a valid prescription which is on file in a pharmacy located in this state or in another state and has been transferred from one pharmacy to another by any means, including any electronic means, under the following conditions:

- (1) Prior to dispensing any transferred prescription, the dispensing pharmacist must, either verbally or by any electronic means, do all of the following:
  - (a) Advise the patient that the prescription on file at the other pharmacy must be canceled before it may be filled or refilled.
  - (b) Determine that the prescription is valid and on file at the other pharmacy and that the prescription may be filled or refilled, as requested, in accordance with the prescriber's intent expressed on the prescription.
  - (c) Notify the pharmacist or pharmacy where the prescription is on file that the prescription must be canceled.
  - (d) Record in writing, or by any electronic means, the prescription order, the name of the pharmacy at which the prescription was on file, the prescription number, the name of the drug and the original amount dispensed, the date of original dispensing, and the number of remaining authorized refills.
  - (e) Obtain the consent of the prescriber to the refilling of the prescription when the prescription, in the dispensing pharmacist's professional judgment, so requires. Any interference with the professional judgment of the dispensing pharmacist by any pharmacist or pharmacy permittee, or its agents or employees, shall be grounds for discipline.
- (2) Upon receipt of a prescription transfer request, if the pharmacist is satisfied in her or his professional judgment that the request is valid, or if the request has been validated by any electronic means, the pharmacist or pharmacy must do all of the following:
  - (a) Transfer the information required by paragraph (1)(d) accurately and completely.
  - (b) Record on the prescription, or by any electronic means, the requesting pharmacy and pharmacist and the date of request.
  - (c) Cancel the prescription on file by electronic means or by recording the word "void" on the prescription record. No further prescription information shall be given or medication dispensed pursuant to the original prescription.
- (3) If a transferred prescription is not dispensed within a reasonable time, the pharmacist shall, by any means, so notify the transferring pharmacy. Such notice shall serve to revalidate the canceled prescription. The pharmacist who has served such notice shall then cancel the prescription in the same manner as set forth in paragraph (2)(c).
- (4) In the case of a prescription to be transferred from or to a pharmacy located in another state, it shall be the responsibility of the pharmacist or pharmacy located in the State of Florida to verify, whether by electronic means or otherwise, that the person or entity involved in the transfer is a licensed pharmacist or pharmacy in the other state.
- (5) Electronic transfers of prescriptions are permitted regardless of whether the transferor or transferee pharmacy is open for business.

(6) The transfer of a prescription for medicinal drugs listed in Schedules III, IV, and V appearing in chapter 893 for the purpose of refill dispensing is permissible, subject to the requirements of this section and federal law. Compliance with federal law shall be deemed compliance with the requirements of this section.

History.—ss. 1, 7, ch. 79-226; ss. 2, 3, ch. 81-318; s. 1, ch. 85-71; ss. 17, 26, 27, ch. 86-256; s. 1, ch. 90-2; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429; s. 247, ch. 97-103; s. 93, ch. 97-264; s. 4, ch. 2004-25; s. 9, ch. 2004-387; s. 1, ch. 2006-243.

465.0265 Centralized prescription filling.—

(1) A pharmacy licensed under this chapter may perform centralized prescription filling for another pharmacy, provided that the pharmacies have the same owner or have a written contract specifying the services to be provided by each pharmacy, the responsibilities of each pharmacy, and the manner in which the pharmacies will comply with federal and state laws, rules, and regulations.

(2) Each pharmacy performing or contracting for the performance of centralized prescription filling pursuant to this section must maintain a policy and procedures manual, which shall be made available to the board or its agent upon request. The policy and procedures manual shall include the following information:

(a) A description of how each pharmacy will comply with federal and state laws, rules, and regulations.

(b) The procedure for maintaining appropriate records to identify the pharmacist responsible for dispensing the prescription and counseling the patient.

(c) The procedure for tracking the prescription during each stage of the filling and dispensing process.

(d) The procedure for identifying on the prescription label all pharmacies involved in filling and dispensing the prescription.

(e) The policy and procedure for providing adequate security to protect the confidentiality and integrity of patient information.

(f) The procedure to be used by the pharmacy in implementing and operating a quality assurance program designed to objectively and systematically monitor, evaluate, and improve the quality and appropriateness of patient care.

(3) The filling, delivery, and return of a prescription by one pharmacy for another pursuant to this section shall not be construed as the filling of a transferred prescription as described in s. 465.026 or as a wholesale distribution as defined in s. 499.003.

(4) The board shall adopt rules pursuant to ss. 120.536(1) and 120.54 necessary to implement this section.

History.—s. 2, ch. 2002-182; s. 40, ch. 2008-207; s. 38, ch. 2010-161; s. 34, ch. 2014-89.

465.0266 Common database.—Nothing contained in this chapter may be construed to prohibit the dispensing by a pharmacist licensed in this state or another state of a prescription contained in a common database, and such dispensing does not constitute a transfer as defined in s. 465.026(1)-(6), provided that the following conditions are met:

(1) All pharmacies involved in the transactions pursuant to which the prescription is dispensed are under common ownership and utilize a common database.

(2) All pharmacies involved in the transactions pursuant to which the prescription is dispensed and all pharmacists engaging in dispensing functions are properly licensed, permitted, or registered in this state or another state.

(3) The common database maintains a record of all pharmacists involved in the process of dispensing a prescription.

(4) The owner of the common database maintains a policy and procedures manual that governs its participating pharmacies, pharmacists, and pharmacy employees and that is available to the board or its agent upon request. The policy and procedures manual must include the following information:

(a) A best practices model detailing how each pharmacy and each pharmacist accessing the common database will comply with applicable federal and state laws, rules, and regulations.

(b) The procedure for maintaining appropriate records for regulatory oversight for tracking a prescription during each stage of the filling and dispensing process, identifying the pharmacists involved in filling and dispensing the prescription and counseling the patient, and responding to any requests for information made by the board under s. 465.0156.

(c) The policy and procedure for providing adequate security to protect the confidentiality and integrity of patient information.

(d) A quality assurance program designed to objectively and systematically monitor, evaluate, and improve the quality and appropriateness of patient care through the use of the common database.

Any pharmacist dispensing a prescription has at all times the right and obligation to exercise his or her independent professional judgment. Any pharmacist properly dispensing an alternative medication prescribed for the treatment of COVID-19 is not subject to disciplinary action by the board or the department based solely on such dispensing. Notwithstanding this section, a pharmacist licensed in this state dispensing a prescription pursuant to this section is not responsible for the acts and omissions of another person participating in the dispensing process provided such person is not under the direct supervision and control of the pharmacist licensed in this state.

History.—s. 2, ch. 2006-243; s. 7, ch. 2023-43.

465.027 Exceptions.—

(1) This chapter shall not be construed to prohibit the sale of home remedies or preparations commonly known as patents or proprietary preparations when sold only in original or unbroken packages, nor shall this chapter be construed to prevent businesses from engaging in the sale of sundries or patents or proprietary preparations.

(2) This chapter does not apply to a manufacturer, or its agent, holding an active manufacturer or third-party logistics provider permit under chapter 499, to the extent the manufacturer, or its agent, is engaged in the manufacture or distribution of dialysate, drugs, or devices necessary to perform home renal dialysis on patients with chronic kidney failure, if the dialysate, drugs, or devices are:

(a) Approved or cleared by the United States Food and Drug Administration; and

(b) Delivered in the original, sealed packaging after receipt of a physician's order to dispense to:

1. A patient with chronic kidney failure, or the patient's designee, for the patient's self-administration of the dialysis therapy; or

2. A health care practitioner or an institution for administration or delivery of the dialysis therapy to a patient with chronic kidney failure.

History.—ss. 1, 7, ch. 79-226; ss. 2, 3, ch. 81-318; ss. 18, 26, 27, ch. 86-256; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429; s. 23, ch. 2016-230; s. 1, ch. 2018-50.

465.0275 Emergency prescription refill.—

(1) In the event a pharmacist receives a request for a prescription refill and the pharmacist is unable to readily obtain refill authorization from the prescriber, the pharmacist may dispense:

(a) A one-time emergency refill of up to a 72-hour supply of the prescribed medication; or

(b) An emergency refill of insulin and insulin-related supplies or equipment to treat diabetes mellitus, not to exceed 3 nonconsecutive times per calendar year.

(2) If the Governor issues an emergency order or proclamation of a state of emergency, the pharmacist may dispense up to a 30-day supply in the areas or counties affected by the order or proclamation, provided that:

(a) The prescription is not for a medicinal drug listed in Schedule II appearing in chapter 893.

(b) The medication is essential to the maintenance of life or to the continuation of therapy in a chronic condition.

(c) In the pharmacist's professional judgment, the interruption of therapy might reasonably produce undesirable health consequences or may cause physical or mental discomfort.

(d) The dispensing pharmacist creates a written order containing all of the prescription information required by this chapter and chapters 499 and 893 and signs that order.

(e) The dispensing pharmacist notifies the prescriber of the emergency dispensing within a reasonable time after such dispensing.

History.—ss. 19, 27, ch. 86-256; s. 3, ch. 89-77; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429; s. 30, ch. 93-211; s. 24, ch. 2016-230; s. 1, ch. 2024-79.

465.0276 Dispensing practitioner.—

(1)(a) A person may not dispense medicinal drugs unless licensed as a pharmacist or otherwise authorized under this chapter to do so, except that a practitioner authorized by law to prescribe drugs may dispense such drugs to her or his patients in the regular course of her or his practice in compliance with this section.

(b) A practitioner registered under this section may not dispense a controlled substance listed in Schedule II or Schedule III as provided in s. 893.03. This paragraph does not

apply to:

1. The dispensing of complimentary packages of medicinal drugs which are labeled as a drug sample or complimentary drug as defined in s. 499.028 to the practitioner's own patients in the regular course of her or his practice without the payment of a fee or remuneration of any kind, whether direct or indirect, as provided in subsection (4).
2. The dispensing of controlled substances in the health care system of the Department of Corrections.
3. The dispensing of a controlled substance listed in Schedule II or Schedule III in connection with the performance of a surgical procedure.
  - a. For an opioid drug listed as a Schedule II controlled substance in s. 893.03 or 21 U.S.C. s. 812:
    - (I) For the treatment of acute pain, the amount dispensed pursuant to this subparagraph may not exceed a 3-day supply, or a 7-day supply if the criteria in s. 456.44(5)(a) are met.
    - (II) For the treatment of pain other than acute pain, a practitioner must indicate "NONACUTE PAIN" on a prescription.
    - (III) For the treatment of pain related to a traumatic injury with an Injury Severity Score of 9 or greater, a practitioner must concurrently prescribe an emergency opioid antagonist, as defined in s. 381.887(1).
  - b. For a controlled substance listed in Schedule III, the amount dispensed pursuant to this subparagraph may not exceed a 14-day supply.
  - c. The exception in this subparagraph does not allow for the dispensing of a controlled substance listed in Schedule II or Schedule III more than 14 days after the performance of the surgical procedure.
  - d. For purposes of this subparagraph, the term "surgical procedure" means any procedure in any setting which involves, or reasonably should involve:
    - (I) Perioperative medication and sedation that allows the patient to tolerate unpleasant procedures while maintaining adequate cardiorespiratory function and the ability to respond purposefully to verbal or tactile stimulation and makes intra- and postoperative monitoring necessary; or
    - (II) The use of general anesthesia or major conduction anesthesia and preoperative sedation.
4. The dispensing of a controlled substance listed in Schedule II or Schedule III pursuant to an approved clinical trial. For purposes of this subparagraph, the term "approved clinical trial" means a clinical research study or clinical investigation that, in whole or in part, is state or federally funded or is conducted under an investigational new drug application that is reviewed by the United States Food and Drug Administration.
5. The dispensing of methadone in a facility licensed under s. 397.427 where medication-assisted treatment for opiate addiction is provided.
6. The dispensing of a controlled substance listed in Schedule II or Schedule III to a patient of a facility licensed under part IV of chapter 400.
7. The dispensing of controlled substances listed in Schedule II or Schedule III which have been approved by the United States Food and Drug Administration for the purpose of treating opiate addictions, including, but not limited to, buprenorphine and buprenorphine combination products, by a practitioner authorized under 21 U.S.C. s. 823, as amended, to the practitioner's own patients for the medication-assisted treatment of opiate addiction.
  - (2) A practitioner who dispenses medicinal drugs for human consumption for fee or remuneration of any kind, whether direct or indirect, must:
    - (a) Register with her or his professional licensing board as a dispensing practitioner and pay a fee not to exceed \$100 at the time of such registration and upon each renewal of her or his license. Each appropriate board shall establish such fee by rule.
    - (b) Comply with and be subject to all laws and rules applicable to pharmacists and pharmacies, including, but not limited to, this chapter and chapters 499 and 893 and all federal laws and federal regulations.
    - (c) Before dispensing any drug, give the patient a written prescription and orally or in writing advise the patient that the prescription may be filled in the practitioner's office or at any pharmacy.
    - (d)1. Before dispensing a controlled substance to a person not known to the dispenser, require the person purchasing, receiving, or otherwise acquiring the controlled substance to present valid photographic identification or other verification of his or her identity. If the person does not have proper identification, the dispenser may verify the validity of the prescription and the identity of the patient with the prescriber or his or her authorized

agent. Verification of health plan eligibility through a real-time inquiry or adjudication system is considered to be proper identification.

2. This paragraph does not apply in an institutional setting or to a long-term care facility, including, but not limited to, an assisted living facility or a hospital to which patients are admitted.

3. As used in this paragraph, the term "proper identification" means an identification that is issued by a state or the Federal Government containing the person's photograph, printed name, and signature or a document considered acceptable under 8 C.F.R. s. 274a.2(b)(1)(v)(A) and (B).

(3) The registration of any practitioner who has been found by her or his respective board to have dispensed medicinal drugs in violation of this chapter shall be subject to suspension or revocation.

(4) A practitioner who confines her or his activities to the dispensing of complimentary packages of medicinal drugs to the practitioner's own patients in the regular course of her or his practice, without the payment of fee or remuneration of any kind, whether direct or indirect, and who herself or himself dispenses such drugs is not required to register pursuant to this section. The practitioner must dispense such drugs in the manufacturer's labeled package with the practitioner's name, patient's name, and date dispensed, or, if such drugs are not dispensed in the manufacturer's labeled package, they must be dispensed in a container which bears the following information:

- (a) Practitioner's name;
- (b) Patient's name;
- (c) Date dispensed;
- (d) Name and strength of drug; and
- (e) Directions for use.

(5) This chapter and the rules adopted thereunder do not prohibit a veterinarian licensed under chapter 474 from administering a compounded drug to a patient, as defined in s. 474.202, or dispensing a compounded drug to the patient's owner or caretaker. This subsection does not affect the regulation of the practice of pharmacy as set forth in this chapter.

History.—ss. 20, 27, ch. 86-256; s. 1, ch. 88-159; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429; s. 95, ch. 92-149; s. 248, ch. 97-103; s. 11, ch. 2010-211; s. 15, ch. 2011-141; s. 1, ch. 2015-127; s. 21, ch. 2016-105; s. 25, ch. 2016-230; s. 7, ch. 2018-13.

465.035 Dispensing of medicinal drugs pursuant to facsimile of prescription.—

(1) Notwithstanding any other provision of this chapter, it is lawful for a pharmacy to dispense medicinal drugs, including controlled substances authorized under subsection (2), based on reception of an electronic facsimile of the original prescription if all of the following conditions are met:

(a) In the course of the transaction the pharmacy complies with laws and administrative rules relating to pharmacies and pharmacists.

(b) Except in the case of the transmission of a prescription by a person authorized by law to prescribe medicinal drugs:

1. The facsimile system making the transmission provides the pharmacy receiving the transmission with audio communication via telephonic, electronic, or similar means with the person presenting the prescription.

2. At the time of the delivery of the medicinal drugs, the pharmacy has in its possession the original prescription for the medicinal drug involved.

3. The recipient of the prescription shall sign a log and shall indicate the name and address of both the recipient and the patient for whom the medicinal drug was prescribed.

(2) Controlled substances listed in Schedule II as defined in s. 893.03(2) may be dispensed as provided in this section to the extent allowed by 21 C.F.R. s. 1306.11.

History.—s. 5, ch. 90-341; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 8, ch. 91-201; s. 4, ch. 91-429; s. 94, ch. 97-264; s. 5, ch. 99-186.

465.185 Rebates prohibited; penalties.—

(1) It is unlawful for any person to pay or receive any commission, bonus, kickback, or rebate or engage in any split-fee arrangement in any form whatsoever with any physician, surgeon, organization, agency, or person, either directly or indirectly, for patients referred to a pharmacy registered under this chapter.

(2) The department shall adopt rules which assess administrative penalties for acts prohibited by subsection (1). In the case of an entity licensed by the department, such penalties may include any disciplinary action available to the department under the

appropriate licensing laws. In the case of an entity not licensed by the department, such penalties may include:

- (a) A fine not to exceed \$1,000.
- (b) If applicable, a recommendation by the department to the appropriate regulatory agency that disciplinary action be taken.

History.—s. 2, ch. 79-106; s. 326, ch. 81-259; s. 2, ch. 81-318; ss. 26, 27, ch. 86-256; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429; s. 125, ch. 92-149.

465.186 Pharmacist's order for medicinal drugs; dispensing procedure; development of formulary.—

(1) There is hereby created a committee composed of two members of the Board of Medicine licensed under chapter 458 chosen by said board, one member of the Board of Osteopathic Medicine licensed under chapter 459 chosen by said board, three members of the Board of Pharmacy licensed under this chapter and chosen by said board, and one additional person with a background in health care or pharmacology chosen by the committee. The committee shall establish a formulary of medicinal drug products and dispensing procedures which shall be used by a pharmacist when ordering and dispensing such drug products to the public. Dispensing procedures may include matters related to reception of patient, description of his or her condition, patient interview, patient physician referral, product selection, and dispensing and use limitations. In developing the formulary of medicinal drug products, the committee may include products falling within the following categories:

- (a) Any medicinal drug of single or multiple active ingredients in any strengths when such active ingredients have been approved individually or in combination for over-the-counter sale by the United States Food and Drug Administration.
- (b) Any medicinal drug recommended by the United States Food and Drug Administration Advisory Panel for transfer to over-the-counter status pending approval by the United States Food and Drug Administration.
- (c) Any medicinal drug containing any antihistamine or decongestant as a single active ingredient or in combination.
- (d) Any medicinal drug containing fluoride in any strength.
- (e) Any medicinal drug containing lindane in any strength.
- (f) Any over-the-counter proprietary drug under federal law that has been approved for reimbursement by the Florida Medicaid Program.
- (g) Any topical anti-infectives excluding eye and ear topical anti-infectives.

However, any drug which is sold as an over-the-counter proprietary drug under federal law shall not be included in the formulary or otherwise affected by this section.

(2) The Board of Pharmacy, the Board of Medicine, and the Board of Osteopathic Medicine shall adopt by rule a formulary of medicinal drugs and dispensing procedures as established by the committee. A pharmacist may order and dispense a product from the formulary pursuant to the established dispensing procedure, as adopted by the boards, for each drug in conjunction with its inclusion in the formulary. Any drug product ordered by a pharmacist shall be selected and dispensed only by the pharmacist so ordering, and said order shall not be refilled, nor shall another medicinal drug be ordered for the same condition unless such act is consistent with dispensing procedures established by the committee. Appropriate referral to another health care provider is indicated under such circumstances. On each occasion of such dispensing, the pharmacist shall create and maintain a prescription record in the form required by law.

(3) Affixed to the container containing a medicinal drug dispensed pursuant to this section shall be a label bearing the following information:

- (a) The name of the pharmacist ordering the medication.
- (b) The name and address of the pharmacy from which the medication was dispensed.
- (c) The date of dispensing.
- (d) The order number or other identification adequate to readily identify the order.
- (e) The name of the patient for whom the medicinal drug was ordered.
- (f) The directions for use of the medicinal drug ordered.
- (g) A clear, concise statement that the order may not be refilled.

(4) Any pharmacist performing the services authorized by this section shall be eligible for reimbursement by third party prescription programs when so provided by contract or when otherwise provided by such program.

(5) Any person ordering or dispensing medicinal drugs in violation of this section shall be guilty of a misdemeanor of the first degree, and such violation shall be punishable as



provided in s. 775.082 or s. 775.083.

History.—ss. 2, 3, ch. 85-35; ss. 26, 27, ch. 86-256; s. 56, ch. 87-225; s. 59, ch. 91-137; s. 21, ch. 91-140; s. 6, ch. 91-156; s. 21, ch. 91-220; s. 92, ch. 91-224; s. 4, ch. 91-429; s. 96, ch. 92-149; s. 249, ch. 97-103; s. 95, ch. 97-264.

465.1861 Ordering and dispensing HIV infection prevention drugs.—

(1) As used in this section, the term:

(a) "HIV" means the human immunodeficiency virus.

(b) "HIV infection prevention drug" means preexposure prophylaxis, postexposure prophylaxis, and any other drug approved by the United States Food and Drug Administration for the prevention of HIV infection.

(c) "Postexposure prophylaxis" means a drug or drug combination that meets the clinical eligibility recommendations of the United States Centers for Disease Control and Prevention guidelines for antiretroviral treatment following potential exposure to HIV.

(d) "Preexposure prophylaxis" means a drug or drug combination that meets the clinical eligibility recommendations of the United States Centers for Disease Control and Prevention guidelines for antiretroviral treatment for the prevention of HIV transmission.

(2) A pharmacist may screen an adult for HIV exposure and provide the results to the adult, with the advice that the patient should seek further medical consultation or treatment from a physician.

(3) A pharmacist may dispense HIV preexposure prophylaxis drugs pursuant to a valid prescription issued by a licensed health care practitioner authorized by law to prescribe such drugs.

(4) A pharmacist who is certified under subsection (6) may order and dispense HIV postexposure prophylaxis drugs pursuant to a written collaborative practice agreement between the pharmacist and a physician licensed under chapter 458 or chapter 459.

(a) A written collaborative practice agreement between a pharmacist and a physician under this section must include, at a minimum, all of the following:

1. Terms and conditions relating to the screening for HIV and the ordering and dispensing of HIV postexposure prophylaxis drugs by the pharmacist. Such terms and conditions must be appropriate for the pharmacist's training.

2. Specific categories of patients the pharmacist is authorized to screen for HIV and for whom the pharmacist may order and dispense HIV postexposure prophylaxis drugs.

3. A requirement that the pharmacist maintain records for any HIV postexposure prophylaxis drugs ordered and dispensed under the collaborative practice agreement.

4. The physician's instructions for obtaining relevant patient medical history for the purpose of identifying disqualifying health conditions, adverse reactions, and contraindications to the use of HIV postexposure prophylaxis drugs.

5. A process and schedule for the physician to review the pharmacist's records and actions under the practice agreement.

6. Evidence of the pharmacist's current certification by the board as provided in subsection (6).

7. Any other requirements as established by the board with the approval of the Board of Medicine and the Board of Osteopathic Medicine.

(b) A physician who has entered into a written collaborative practice agreement pursuant to this section is responsible for reviewing the pharmacist's records and actions to ensure compliance with the agreement.

(c) The pharmacist shall submit a copy of the written collaborative practice agreement to the board.

(5) A pharmacist who orders and dispenses HIV postexposure prophylaxis drugs pursuant to subsection (4) must provide the patient with written information advising the patient to seek follow-up care from his or her primary care physician. If the patient indicates that he or she lacks regular access to primary care, the pharmacist must comply with the procedures of the pharmacy's approved access-to-care plan as provided in subsection (7).

(6) To provide services under a collaborative practice agreement pursuant to this section, a pharmacist must be certified by the board, according to rules adopted by the board. To be certified, a pharmacist must, at a minimum, meet all of the following criteria:

(a) Hold an active and unencumbered license to practice pharmacy under this chapter.

(b) Be engaged in the active practice of pharmacy.

(c) Have earned a degree of doctor of pharmacy or have completed at least 3 years of experience as a licensed pharmacist.

(d) Maintain at least \$250,000 of liability coverage. A pharmacist who maintains liability coverage pursuant to s. 465.1865 or s. 465.1895 satisfies this requirement.

(e) Have completed a course approved by the board, in consultation with the Board of Medicine and the Board of Osteopathic Medicine, which includes, at a minimum, instruction on all of the following:

1. Performance of patient assessments.
2. Point-of-care testing procedures.
3. Safe and effective treatment of HIV exposure with HIV infection prevention drugs, including, but not limited to, consideration of the side effects of the drug dispensed and the patient's diet and activity levels.
4. Identification of contraindications.
5. Identification of patient comorbidities in individuals with HIV requiring further medical evaluation and treatment, including, but not limited to, cardiovascular disease, lung and liver cancer, chronic obstructive lung disease, and diabetes mellitus.

(f) Any other criteria as established by the board with the approval of the Board of Medicine and the Board of Osteopathic Medicine.

(7)(a) A pharmacy in which a pharmacist is providing services under a written collaborative practice agreement pursuant to subsection (4) must submit an access-to-care plan to the board and department annually. If the board or the department determines that a pharmacy has failed to submit an access-to-care plan required under this section or if a pharmacy's access-to-care plan does not comply with this section or applicable rules of the board, the board must notify the pharmacy of its noncompliance, and the pharmacy must submit an access-to-care plan that brings the pharmacy into compliance according to parameters provided in board rule. The board may fine a pharmacy that fails to comply with this paragraph or may prohibit such pharmacy from allowing its pharmacists to screen adults for HIV exposure or order and dispense HIV postexposure prophylaxis drugs under a collaborative practice agreement until the pharmacy complies with this paragraph.

(b) An access-to-care plan shall assist patients in gaining access to appropriate care settings when they present to a pharmacist for HIV screening and indicate that they lack regular access to primary care. An access-to-care plan must include, but need not be limited to:

1. Procedures to educate such patients about care that would be best provided in a primary care setting and the importance of receiving regular primary care.
2. The pharmacy's plan for collaborative partnership with one or more nearby federally qualified health centers, county health departments, or other primary care settings. The goals of such partnership must include, but need not be limited to, protocols for identifying and appropriately referring a patient who has presented to the pharmacist for HIV screening or access to HIV infection prevention drugs and indicates that he or she lacks regular access to primary care.

(8) The board shall adopt rules to implement this section.

History.—s. 2, ch. 2024-121.

465.1865 Collaborative pharmacy practice for chronic health conditions.—

(1) For purposes of this section, the term:

(a) "Collaborative pharmacy practice agreement" means a written agreement between a pharmacist who meets the qualifications of this section and a physician licensed under chapter 458 or chapter 459 in which a collaborating physician authorizes a pharmacist to provide specified patient care services to the collaborating physician's patients.

(b) "Chronic health condition" means:

1. Arthritis;
2. Asthma;
3. Chronic obstructive pulmonary diseases;
4. Type 2 diabetes;
5. Human immunodeficiency virus or acquired immune deficiency syndrome;
6. Obesity; or
7. Any other chronic condition adopted in rule by the board, in consultation with the Board of Medicine and the Board of Osteopathic Medicine.

(2) To provide services under a collaborative pharmacy practice agreement, a pharmacist must be certified by the board, according to the rules adopted by the board in consultation with the Board of Medicine and the Board of Osteopathic Medicine. To be certified, a pharmacist must, at a minimum:

(a) Hold an active and unencumbered license to practice pharmacy in this state.

(b) Have earned a degree of doctor of pharmacy or have completed 5 years of experience as a licensed pharmacist.

(c) Have completed an initial 20-hour course approved by the board, in consultation with the Board of Medicine and the Board of Osteopathic Medicine, that includes, at a minimum, instruction on the following:

1. Performance of patient assessments.
2. Ordering, performing, and interpreting clinical and laboratory tests related to collaborative pharmacy practice.
3. Evaluating and managing diseases and health conditions in collaboration with other health care practitioners.
4. Any other area required by the board.

(d) Maintain at least \$250,000 of professional liability insurance coverage. However, a pharmacist who maintains professional liability insurance coverage pursuant to s. 465.1895 satisfies this requirement.

(e) Have established a system to maintain records of all patients receiving services under a collaborative pharmacy practice agreement for a period of 5 years from each patient's most recent provision of service.

(3) The terms and conditions of the collaborative pharmacy practice agreement must be appropriate to the pharmacist's training, and the services delegated to the pharmacist must be within the collaborating physician's scope of practice. A copy of the certification issued under subsection (2) must be included as an attachment to the collaborative pharmacy practice agreement.

(a) A collaborative pharmacy practice agreement must include the following:

1. Name of the collaborating physician's patient or patients for whom a pharmacist may provide services.
2. Each chronic health condition to be collaboratively managed.
3. Specific medicinal drug or drugs to be managed by the pharmacist for each patient.
4. Circumstances under which the pharmacist may order or perform and evaluate laboratory or clinical tests.

5. Conditions and events upon which the pharmacist must notify the collaborating physician and the manner and timeframe in which such notification must occur.

6. Beginning and ending dates for the collaborative pharmacy practice agreement and termination procedures, including procedures for patient notification and medical records transfers.

7. A statement that the collaborative pharmacy practice agreement may be terminated, in writing, by either party at any time.

(b) A collaborative pharmacy practice agreement shall automatically terminate 2 years after execution if not renewed.

(c) The pharmacist, along with the collaborating physician, must maintain on file the collaborative pharmacy practice agreement at his or her practice location, and must make such agreement available to the department or board upon request or inspection.

(d) A pharmacist who enters into a collaborative pharmacy practice agreement must submit a copy of the signed agreement to the board before the agreement may be implemented.

(4) A pharmacist may not:

(a) Modify or discontinue medicinal drugs prescribed by a health care practitioner with whom he or she does not have a collaborative pharmacy practice agreement.

(b) Enter into a collaborative pharmacy practice agreement while acting as an employee without the written approval of the owner of the pharmacy.

(5) A physician may not delegate the authority to initiate or prescribe a controlled substance as described in s. 893.03 or 21 U.S.C. s. 812 to a pharmacist.

(6) A pharmacist who practices under a collaborative pharmacy practice agreement must complete an 8-hour continuing education course approved by the board that addresses issues related to collaborative pharmacy practice each biennial licensure renewal in addition to the continuing education requirements under s. 465.009. A pharmacist must submit confirmation of having completed such course when applying for licensure renewal. A pharmacist who fails to comply with this subsection shall be prohibited from practicing under a collaborative pharmacy practice agreement under this section.

(7) The board, in consultation with the Board of Medicine and the Board of Osteopathic Medicine, shall adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this section.

History.—s. 3, ch. 2020-7.

465.187 Sale of medicinal drugs.—The sale of medicinal drugs dispensed upon the order of a practitioner pursuant to this chapter shall be entitled to the exemption from sales tax

provided for in s. 212.08.

History.—ss. 21, 27, ch. 86-256; s. 59, ch. 91-137; s. 6, ch. 91-156; s. 4, ch. 91-429. 465.188 Medicaid audits of pharmacies.—

(1) Notwithstanding any other law, when an audit of the Medicaid-related records of a pharmacy licensed under chapter 465 is conducted, such audit must be conducted as provided in this section.

(a) The agency conducting the audit must give the pharmacist at least 1 week's prior notice of the initial audit for each audit cycle.

(b) An audit must be conducted by a pharmacist licensed in this state.

(c) Any clerical or recordkeeping error, such as a typographical error, scrivener's error, or computer error regarding a document or record required under the Medicaid program does not constitute a willful violation and is not subject to criminal penalties without proof of intent to commit fraud.

(d) A pharmacist may use the physician's record or other order for drugs or medicinal supplies written or transmitted by any means of communication for purposes of validating the pharmacy record with respect to orders or refills of a legend or narcotic drug.

(e) A finding of an overpayment or underpayment must be based on the actual overpayment or underpayment and may not be a projection based on the number of patients served having a similar diagnosis or on the number of similar orders or refills for similar drugs.

(f) Each pharmacy shall be audited under the same standards and parameters.

(g) A pharmacist must be allowed at least 10 days in which to produce documentation to address any discrepancy found during an audit.

(h) The period covered by an audit may not exceed 1 calendar year.

(i) An audit may not be scheduled during the first 5 days of any month due to the high volume of prescriptions filled during that time.

(j) The audit report must be delivered to the pharmacist within 90 days after conclusion of the audit. A final audit report shall be delivered to the pharmacist within 6 months after receipt of the preliminary audit report or final appeal, as provided for in subsection (2), whichever is later.

(k) The audit criteria set forth in this section applies only to audits of claims submitted for payment subsequent to July 11, 2003. Notwithstanding any other provision in this section, the agency conducting the audit shall not use the accounting practice of extrapolation in calculating penalties for Medicaid audits.

(2) The Agency for Health Care Administration shall establish a process under which a pharmacist may obtain a preliminary review of an audit report and may appeal an unfavorable audit report without the necessity of obtaining legal counsel. The preliminary review and appeal may be conducted by an ad hoc peer review panel, appointed by the agency, which consists of pharmacists who maintain an active practice. If, following the preliminary review, the agency or review panel finds that an unfavorable audit report is unsubstantiated, the agency shall dismiss the audit report without the necessity of any further proceedings.

(3) This section does not apply to investigative audits conducted by the Medicaid Fraud Control Unit of the Department of Legal Affairs.

(4) This section does not apply to any investigative audit conducted by the Agency for Health Care Administration when the agency has reliable evidence that the claim that is the subject of the audit involves fraud, willful misrepresentation, or abuse under the Medicaid program.

History.—s. 1, ch. 2003-277; s. 11, ch. 2004-344.

465.189 Administration of vaccines and epinephrine autoinjection.—

(1) In accordance with guidelines of the Centers for Disease Control and Prevention for each recommended immunization or vaccine, a pharmacist who is certified under subsection (7) or a registered intern or a registered pharmacy technician under the supervision of such pharmacist may administer the following immunizations or vaccines to an adult within the framework of an established protocol under a supervising physician licensed under chapter 458 or chapter 459:

(a) Immunizations or vaccines listed in the Adult Immunization Schedule as of March 31, 2022, by the United States Centers for Disease Control and Prevention. The board may authorize by rule additional immunizations or vaccines as they are added to the Adult Immunization Schedule.

(b) Immunizations or vaccines recommended by the United States Centers for Disease Control and Prevention for international travel as of March 31, 2022. The board may

authorize by rule additional immunizations or vaccines as they are recommended by the United States Centers for Disease Control and Prevention for international travel.

(c) Immunizations or vaccines licensed for use in the United States, or which have been authorized for emergency use, by the United States Food and Drug Administration as of March 31, 2022. The board may authorize by rule additional immunizations or vaccines as they are so licensed or authorized.

(d) Immunizations or vaccines approved by the board in response to a state of emergency declared by the Governor pursuant to s. 252.36.

A registered intern or registered pharmacy technician who administers an immunization or vaccine under this subsection must be supervised by a certified pharmacist at a ratio of one pharmacist to a maximum of five registered interns or registered pharmacy technicians, or a combination thereof.

(2) A pharmacist who is certified under subsection (7) may administer influenza vaccines to individuals 7 years of age or older within the framework of an established protocol under a supervising physician licensed under chapter 458 or chapter 459.

(3) In order to address any unforeseen allergic reaction, a pharmacist may administer epinephrine using an autoinjector delivery system within the framework of an established protocol under a supervising physician licensed under chapter 458 or chapter 459.

(4) A pharmacist may not enter into a protocol under a supervising physician licensed under chapter 458 or chapter 459 or administer an immunization or vaccine under this section unless he or she maintains at least \$200,000 of professional liability insurance and has completed training in administering vaccines authorized under this section.

(5) A pharmacist administering immunizations or vaccines under this section shall maintain and make available patient records using the same standards for confidentiality and maintenance of such records as those that are imposed on health care practitioners under s. 456.057. These records shall be maintained for a minimum of 5 years.

(6) The decision by a supervising physician licensed under chapter 458 or chapter 459 to enter into a protocol under this section is a professional decision on the part of the practitioner, and a person may not interfere with a physician's decision as to entering into such a protocol. A pharmacist may not enter into a protocol that is to be performed while acting as an employee without the written approval of the owner of the pharmacy. Pharmacists shall forward vaccination records to the department for inclusion in the state registry of immunization information.

(7) Any pharmacist, registered intern, or registered pharmacy technician seeking to administer vaccines under this section must be certified to administer such vaccines pursuant to a certification program approved by the board in consultation with the Board of Medicine and the Board of Osteopathic Medicine. The certification program shall, at a minimum, require that the pharmacist attend at least 20 hours of continuing education classes approved by the board and the registered intern complete at least 20 hours of coursework approved by the board. The registered pharmacy technician shall have immunization-related training and continuing education as provided in s. 465.014. The certification programs shall, at a minimum, have a curriculum of instruction concerning the safe and effective administration of such vaccines, including, but not limited to, potential allergic reactions to such vaccines.

(8) The written protocol between the pharmacist and supervising physician under this section must include particular terms and conditions imposed by the supervising physician upon the pharmacist relating to the administration of vaccines by the pharmacist pursuant to this section. The written protocol shall include, at a minimum, specific categories and conditions among patients for whom the supervising physician authorizes the pharmacist to administer such vaccines. The terms, scope, and conditions set forth in the written protocol between the pharmacist and the supervising physician must be appropriate to the pharmacist's training and certification for administering such vaccines. Pharmacists who have been delegated the authority to administer vaccines under this section by the supervising physician under the protocol shall provide evidence of current certification by the Board of Pharmacy to the supervising physician. A supervising physician shall review the administration of such vaccines by the pharmacist pursuant to the written protocol between them, and this review shall take place as outlined in the written protocol. The process and schedule for the review shall be outlined in the written protocol between the pharmacist and the supervising physician.

(9) The pharmacist shall submit to the Board of Pharmacy a copy of his or her protocol or written agreement to administer vaccines under this section.

History.—s. 3, ch. 2007-152; s. 1, ch. 2012-60; s. 3, ch. 2014-113; s. 1, ch. 2015-108; s. 1, ch. 2021-127; s. 2, ch. 2022-60.

465.1893 Administration of antipsychotic medication by injection.—

(1)(a) A pharmacist, at the direction of a physician licensed under chapter 458 or chapter 459, may administer a long-acting antipsychotic medication approved by the United States Food and Drug Administration by injection to a patient if the pharmacist:

1. Is authorized by and acting within the framework of an established protocol with the prescribing physician.
2. Practices at a facility that accommodates privacy for nondeltoid injections and conforms with state rules and regulations regarding the appropriate and safe disposal of medication and medical waste.
3. Has completed the course required under subsection (2).

(b) A separate prescription from a physician is required for each injection administered by a pharmacist under this subsection.

(2)(a) A pharmacist seeking to administer a long-acting antipsychotic medication by injection must complete an 8-hour continuing education course offered by:

1. A statewide professional association of physicians in this state accredited to provide educational activities designated for the American Medical Association Physician's Recognition Award (AMA PRA) Category 1 Credit or the American Osteopathic Association (AOA) Category 1-A continuing medical education (CME) credit; and
2. A statewide association of pharmacists.

(b) The course may be offered in a distance learning format and must be included in the 30 hours of continuing professional pharmaceutical education required under s.

465.009(1). The course shall have a curriculum of instruction that concerns the safe and effective administration of behavioral health and antipsychotic medications by injection, including, but not limited to, potential allergic reactions to such medications.

History.—s. 5, ch. 2017-134.

465.1895 Testing or screening for and treatment of minor, nonchronic health conditions.—

(1) A pharmacist may test or screen for and treat minor, nonchronic health conditions within the framework of an established written protocol with a supervising physician licensed under chapter 458 or chapter 459. For purposes of this section, a minor, nonchronic health condition is typically a short-term condition that is generally managed with minimal treatment or self-care, and includes:

- (a) Influenza.
- (b) Streptococcus.
- (c) Lice.
- (d) Skin conditions, such as ringworm and athlete's foot.
- (e) Minor, uncomplicated infections.

(2) A pharmacist who tests or screens for and treats minor, nonchronic health conditions under this section must:

- (a) Hold an active and unencumbered license to practice pharmacy in the state.
- (b) Hold a certification issued by the board to test and screen for and treat minor, nonchronic health conditions, in accordance with requirements established by the board in rule in consultation with the Board of Medicine and the Board of Osteopathic Medicine. The certification must require a pharmacist to complete, on a one-time basis, a 20-hour education course approved by the board in consultation with the Board of Medicine and the Board of Osteopathic Medicine. The course, at a minimum, must address patient assessments; point-of-care testing procedures; safe and effective treatment of minor, nonchronic health conditions; and identification of contraindications.
- (c) Maintain at least \$250,000 of liability coverage. A pharmacist who maintains liability coverage pursuant to s. 465.1865 satisfies this requirement.
- (d) Report a diagnosis or suspected existence of a disease of public health significance to the department pursuant to s. 381.0031.
- (e) Upon request of a patient, furnish patient records to a health care practitioner designated by the patient.
- (f) Maintain records of all patients receiving services under this section for a period of 5 years from each patient's most recent provision of service.

(3) The board shall adopt, by rule, a formulary of medicinal drugs that a pharmacist may prescribe for the minor, nonchronic health conditions approved under subsection (1). The formulary must include medicinal drugs approved by the United States Food and Drug Administration which are indicated for treatment of the minor, nonchronic health condition.

The formulary may not include any controlled substance as described in s. 893.03 or 21 U.S.C. s. 812.

(4) A pharmacist who tests or screens for and treats minor, nonchronic health conditions under this section may use any tests that may guide diagnosis or clinical decisionmaking which the Centers for Medicare and Medicaid Services has determined qualifies for a waiver under the federal Clinical Laboratory Improvement Amendments of 1988, or the federal rules adopted thereunder, or any established screening procedures that can safely be performed by a pharmacist.

(5) The written protocol between a pharmacist and supervising physician under this subsection must include particular terms and conditions imposed by the supervising physician relating to the testing and screening for and treatment of minor, nonchronic health conditions under this section. The terms and conditions must be appropriate to the pharmacist's training. A pharmacist who enters into such a protocol with a supervising physician must submit the protocol to the board.

(a) At a minimum, the protocol shall include:

1. Specific categories of patients who the pharmacist is authorized to test or screen for and treat minor, nonchronic health conditions.
2. The physician's instructions for obtaining relevant patient medical history for the purpose of identifying disqualifying health conditions, adverse reactions, and contraindications to the approved course of treatment.
3. The physician's instructions for the treatment of minor, nonchronic health conditions based on the patient's age, symptoms, and test results, including negative results.
4. A process and schedule for the physician to review the pharmacist's actions under the protocol.
5. A process and schedule for the pharmacist to notify the physician of the patient's condition, tests administered, test results, and course of treatment.
6. Any other requirements as established by the board in consultation with the Board of Medicine and the Board of Osteopathic Medicine.

(b) A pharmacist authorized to test and screen for and treat minor, nonchronic conditions under a protocol shall provide evidence of current certification by the board to the supervising physician. A supervising physician shall review the pharmacist's actions in accordance with the protocol.

(6) A pharmacist providing services under this section may not perform such services while acting as an employee without the written approval of the owner of the pharmacy.

(7) A pharmacist providing services under this section must complete a 3-hour continuing education course approved by the board addressing issues related to minor, nonchronic health conditions each biennial licensure renewal in addition to the continuing education requirements under s. 465.009. Each pharmacist must submit confirmation of having completed the course when applying for licensure renewal. A pharmacist who fails to comply with this subsection may not provide testing, screening, or treatment services.

(8) A pharmacist providing services under this section must provide a patient with written information to advise the patient to seek followup care from his or her primary care physician. The board, by rule, shall adopt guidelines for the circumstances under which the information required under this subsection shall be provided.

(9) The pharmacy in which a pharmacist tests and screens for and treats minor, nonchronic health conditions must prominently display signage indicating that any patient receiving testing, screening, or treatment services under this section is advised to seek followup care from his or her primary care physician.

(10) A pharmacist providing services under this section must comply with applicable state and federal laws and regulations.

(11) The requirements of the section do not apply with respect to minor, nonchronic health conditions when treated with over-the-counter products.

History.—s. 4, ch. 2020-7.

465.1901 Practice of orthotics and pedorthics.—The provisions of chapter 468 relating to orthotics or pedorthics do not apply to any licensed pharmacist or to any person acting under the supervision of a licensed pharmacist. The practice of orthotics or pedorthics by a pharmacist or any of the pharmacist's employees acting under the supervision of a pharmacist shall be construed to be within the meaning of the term "practice of the profession of pharmacy" as defined in s. 465.003, and shall be subject to regulation in the same manner as any other pharmacy practice. The Board of Pharmacy shall develop rules regarding the practice of orthotics and pedorthics by a pharmacist. Any pharmacist or



person under the supervision of a pharmacist engaged in the practice of orthotics or pedorthics is not precluded from continuing that practice pending adoption of these rules. History.—s. 3, ch. 2009-202; s. 14, ch. 2016-145; s. 23, ch. 2022-35.

465.1902 Prescription Drug Donation Repository Program.—

(1) SHORT TITLE.—This section may be cited as the “Prescription Drug Donation Repository Program Act.”

(2) DEFINITIONS.—As used in this section, the term:

(a) “Closed drug delivery system” means a system in which the actual control of the unit-dose medication package is maintained by the facility, rather than by the individual patient.

(b) “Controlled substance” means any substance listed in Schedule II, Schedule III, Schedule IV, or Schedule V of s. 893.03.

(c) “Dispenser” means a health care practitioner who, within the scope of his or her practice act, is authorized to dispense medicinal drugs and who does so under this act.

(d) “Free clinic” means a clinic that delivers only medical diagnostic services or nonsurgical medical treatment free of charge to low-income recipients.

(e) “Health care practitioner” or “practitioner” means a practitioner licensed under this chapter, chapter 458, chapter 459, chapter 461, chapter 463, chapter 464, or chapter 466.

(f) “Indigent” means having a family income during the 12 months preceding the determination of income that is below 200 percent of the federal poverty level as defined by the most recently revised poverty income guidelines published by the United States Department of Health and Human Services.

(g) “Nonprofit health clinic” means a nonprofit legal entity that provides medical care to patients who are indigent, uninsured, or underinsured. The term includes, but is not limited to, a federally qualified health center as defined in 42 U.S.C. s. 1396d(l)(2)(B) and a rural health clinic as defined in 42 U.S.C. s. 1396d(l)(1).

(h) “Nursing home facility” has the same meaning as in s. 400.021.

(i) “Prescriber” means a health care practitioner who, within the scope of his or her practice act, is authorized to prescribe medicinal drugs.

(j) “Prescription drug” has the same meaning as the term “medicinal drugs” or “drugs,” as those terms are defined in s. 465.003, but does not include controlled substances, cancer drugs donated under s. 499.029, or drugs with an approved United States Food and Drug Administration risk evaluation and mitigation strategy that includes elements to assure safe use.

(k) “Program” means the Prescription Drug Donation Repository Program created by this section.

(l) “Supply” means a material or an instrument used to administer a prescription drug.

(m) “Tamper-evident packaging” means a package that has one or more indicators or barriers to access which, if breached or missing, can reasonably be expected to provide visible evidence to consumers that tampering has occurred. The term includes, but is not limited to, unopened unit-dose packaging, multiple-dose packaging, and medications with a seal on their immediate, outer, secondary, or tertiary packaging.

(n) “Underinsured” means having health care coverage or prescription drug coverage, but having exhausted these benefits or not having prescription drug coverage for the drug prescribed.

(o) “Uninsured” means not having health care coverage and being ineligible for prescription drug coverage under a program funded in whole or in part by the Federal Government.

(3) PRESCRIPTION DRUG DONATION REPOSITORY PROGRAM; CREATION; PURPOSE.—The Prescription Drug Donation Repository Program is created within the department to facilitate the donation of prescription drugs and supplies to eligible patients.

(4) REPOSITORIES.—

(a) A repository may accept and dispense eligible donations to eligible patients under the program. The repository must inspect, store, and dispense donations and report to the department in accordance with this section.

(b) The following entities may participate as a repository:

1. A health care practitioner’s office.
2. A pharmacy.
3. A hospital with a closed drug delivery system.
4. A nursing home facility with a closed drug delivery system.
5. A free clinic or nonprofit health clinic that is licensed or permitted to dispense medicinal drugs in the state.

- (c) An eligible entity must notify the department of its intent to participate in the program as a repository before accepting or dispensing any donations under the program. The notification must be made on a physical or an electronic form prescribed by the department in rule and must, at a minimum, include:
1. The name, street address, website, and telephone number of the intended repository and any license or registration number issued by the state to the intended repository, including the name of the issuing agency.
  2. The name and telephone number of the pharmacist employed by or under contract with the intended repository who is responsible for the inspection of donated prescription drugs and supplies.
  3. A signed and dated statement by the responsible pharmacist affirming that the intended repository meets the eligibility requirements of this subsection.
- (d) A repository may withdraw from participation in the program at any time by providing written notice to the department, as appropriate, on a physical or an electronic form prescribed by the department in rule. The department shall adopt rules addressing the disposition of prescription drugs and supplies in the possession of the withdrawing repository.
- (5) ELIGIBLE DONORS.—The following entities may donate prescription drugs or supplies to a repository under the program:
- (a) Nursing home facilities with closed drug delivery systems.
  - (b) Hospices that have maintained control of a patient's prescription drugs.
  - (c) Hospitals with closed drug delivery systems.
  - (d) Pharmacies.
  - (e) Drug manufacturers or wholesale distributors.
  - (f) Medical device manufacturers or suppliers.
  - (g) Prescribers who receive prescription drugs or supplies directly from a drug manufacturer, wholesale distributor, or pharmacy.
- (6) ELIGIBLE DONATIONS; DONATION REQUIREMENTS; PROHIBITED DONATIONS.—
- (a) An eligible donor may only donate a prescription drug to a repository if:
    1. The drug is approved for medical use in the United States.
    2. The drug is in unopened, tamper-evident packaging.
    3. The drug requires storage at normal room temperature per the manufacturer or federal storage requirements.
    4. The drug has been stored according to manufacturer or federal storage requirements.
    5. The drug does not have any physical signs of tampering or adulteration and there is no reason to believe that the drug is adulterated.
    6. The packaging does not have any physical signs of tampering, misbranding, deterioration, compromised integrity, or adulteration.
    7. The packaging indicates the expiration date of the drug. If the lot number is not retrievable, all specified medications must be destroyed in the event of a recall.
    8. The drug has an expiration date that is more than 3 months after the date on which the drug was donated.
  - (b) An eligible donor may donate a prescription drug or supply to a repository only if it is in unopened, tamper-evident packaging.
  - (c) Donations must be made on the premises of a repository to a person designated by the repository. A drop box may not be used to accept donations.
  - (d) A prescription drug or supply may not be donated to a specific patient.
- (7) INSPECTION AND STORAGE.—
- (a) Upon receipt of a proposed donation, a licensed pharmacist employed by or under contract with a repository shall inspect the donation to determine whether it meets the requirements of subsections (5) and (6). The repository shall quarantine a donation until such inspection is complete and the donation is approved for dispensing.
  - (b) The inspecting pharmacist must sign an inspection record on a physical or an electronic form prescribed by the department in rule which verifies that the prescription drug or supply meets the criteria of subsections (5) and (6) and must attach the record to the inventory required in paragraph (d). A repository that receives prescription drugs and supplies from another repository is not required to reinspect such drugs and supplies.
  - (c) A repository shall store donations in a secure storage area under the environmental conditions specified by the manufacturer or federal storage requirements. Donations may not be stored with other inventory.
  - (d) A repository shall maintain an inventory of the name, strength, available quantity, and expiration date of donations; the transaction date; and the name, street address, and

telephone number of the donor. The repository shall record such inventory on a physical or an electronic form prescribed by the department in rule.

(e) By the 5th day of each month, a repository shall submit to the department its inventory records of donations received during the previous month.

(f) The department may facilitate the redistribution of donations between repositories. A repository that receives donations may, after notifying the department, distribute the donations to another repository.

**(8) ELIGIBLE PATIENTS; DISPENSING REQUIREMENTS; PATIENT NOTICE; PROHIBITIONS.—**

(a) A repository may dispense an eligible donation to a state resident who is indigent, uninsured, or underinsured, and who has a valid prescription for such donation, as applicable.

(b) Each new eligible patient must submit an intake collection form to a repository to receive a donation using a physical or an electronic form prescribed by the department in rule. Such form shall, at a minimum, include:

1. The name, street address, and telephone number of the eligible patient.
2. The basis for the patient's eligibility, which must specify that the patient is indigent, uninsured, or underinsured.
3. A statement physically or electronically signed and dated by the patient affirming that the patient meets the eligibility requirements of this section and will inform the repository if the patient's eligibility changes.
4. Notice that the prescription drug or supply was donated to the program, that the donors and participants in the program are immune from civil or criminal liability or disciplinary action, and that the eligible patient is not required to pay for the prescription drug or supply.
5. A statement physically or electronically signed and dated by the eligible patient acknowledging receipt of notice required under this paragraph.

(c) By the 5th day of each month, a repository shall submit to the department a summary of each intake collection form obtained during the previous month.

(d) A dispenser may dispense donations, if available, only to an eligible patient who has submitted a completed intake collection form.

(e) A dispenser may provide dispensing and consulting services to an eligible patient.

(f) Donations may not be sold or resold.

(g) A dispenser may not submit a claim or otherwise seek reimbursement from any public or private third-party payor for donations.

**(9) RECALLED PRESCRIPTION DRUGS.—**

(a) Each repository shall establish and follow a protocol for notifying recipients in the event that a prescription drug donated under the program is recalled.

(b) A repository shall destroy all donated prescription drugs that are recalled, expired, or unsuitable for dispensing. A repository must complete a destruction form for all such drugs using a physical or an electronic form prescribed by the department in rule.

**(10) RECORDKEEPING.—**

(a) A repository shall maintain records of prescription drugs and supplies that are accepted, donated, dispensed, distributed, or destroyed under the program using a physical or an electronic form prescribed by the department in rule.

(b) All required records must be maintained in accordance with any applicable practice act. A repository shall submit these records monthly to the department for data collection.

**(11) REGISTRIES; PUBLICATION OF FORMS.—**

(a) The department shall establish and maintain registries of all repositories and prescription drugs and supplies available under the program. The registry of repositories must include each repository's name, street address, website, and telephone number. The registry of available prescription drugs and supplies must include the name, strength, available quantity, and expiration date of the prescription drugs or supplies and the name and contact information of each repository where such drugs or supplies are available. The department shall publish the registries on its website.

(b) The department shall publish all forms required by this section on its website.

**(12) IMMUNITY FROM LIABILITY; DISCIPLINARY ACTION.—**

(a) Any donor of prescription drugs or supplies and any participant in the program who exercises reasonable care in donating, accepting, distributing, or dispensing prescription drugs or supplies under the program is immune from civil or criminal liability and professional disciplinary action by the state for any injury, death, or loss to person or property relating to such activities.

(b) A pharmaceutical manufacturer who exercises reasonable care is not liable for any claim or injury arising from the donation of any prescription drug or supply under this section, including, but not limited to, liability for failure to transfer or communicate product or consumer information regarding the donated prescription drug or supply, including its expiration date.

(13) RULEMAKING.—The department shall adopt rules necessary to administer this section.

History.—s. 1, ch. 2020-23; s. 24, ch. 2022-35.

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