

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday, October 22, 2024

6:30 PM



Jarvis Hall 4505 N. Ocean Drive
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

Tuesday, October 22, 2024, 6:30 PM
Jarvis Hall 4505 N. Ocean Drive

1. **CALL TO ORDER, MAYOR EDMUND MALKOON**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **INVOCATION by Rabbi Benzion Singer**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
 - 5.a. Proclamation - Pioneer Day for Joan Garrett
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
 - 7.a. BSO September 2024 Public Safety Report
 - 7.b. PBFR September 2024 Public Safety Report
8. **TOWN MANAGER REPORT**
 - 8.a. Town Manager Report
 - 8.b. August 2024 Finance Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - 10.a. Approval of minutes for October 8, 2024 Regular Commission Meeting
11. **CONSENT AGENDA**
12. **OLD BUSINESS**
 - 12.a. South Silver Shores Update
13. **NEW BUSINESS**
 - 13.a. Requirement for Measuring Fence Heights from Adjoining Lots
 - 13.b. Consider Authorizing Town Staff to Draft a Code Change to Allow Businesses to Use Window Decals Instead of Brown Paper
 - 13.c. Special Event Application: Coast Boutique 10-Year Anniversary, November 20, 2024
14. **COMMISSIONER PRESENTATIONS**
15. **COMMISSIONER COMMENTS**

16. ORDINANCES 1st Reading

- 16.a.** ORDINANCE 2024-09 AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, DELETING CHAPTER 30, ARTICLE XI. "SEAGRAPE DRIVE SIDEWALK PLAN" FROM THE TOWN OF LAUDERDALE-BY-THE-SEA CODE OF ORDINANCES PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

17. ORDINANCES 2nd Reading

- 17.a.** ORDINANCE NO. 2024-10- AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 18, "TAXATION AND FINANCE," ARTICLE V, "INVESTMENT PLAN," OF THE CODE OF ORDINANCES TO AMEND AUTHORIZED INVESTMENTS, QUALIFICATIONS OF FINANCIAL INSTITUTIONS AND DESIGNATION OF PRIMARY INVESTMENT OFFICER; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

18. RESOLUTIONS – PUBLIC COMMENTS

- 18.a.** RESOLUTION 2024-45 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST) CYBERSECURITY FRAMEWORK AS THE TOWN'S CYBERSECURITY STANDARDS IN COMPLIANCE WITH SECTION 282.3185, FLORIDA STATUTES; AUTHORIZING THE TOWN MANAGER TO ADOPT AND IMPLEMENT CYBERSECURITY POLICIES CONSISTENT WITH THE NIST CYBERSECURITY FRAMEWORK; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.
- 18.b.** RESOLUTION 2024-46: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH KILOWATT ELECTRIC COMPANY FOR LICENSED ELECTRICAL CONTRACTOR SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF CORAL SPRINGS CONTRACT AWARDED PURSUANT TO INVITATION TO BID NO. 23-B-013F; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
- 18.c.** RESOLUTION 2024-47: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH FLYNN ENGINEERING SERVICES, P.A. FOR TOWN ENGINEERING SERVICES PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2024-07-02; PROVIDING FOR AUTHORIZATION, IMPLEMENTATION, AND AN EFFECTIVE DATE.
- 18.d.** RESOLUTION 2024-48: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE PURCHASE OF REPLACEMENT HARDWARE PURSUANT TO A PIGGYBACK AGREEMENT WITH DSS MANAGEMENT OF FLORIDA, LLC, DBA EVOLVTEC FOR CCTV SECURITY CAMERA MAINTENANCE SERVICES; AUTHORIZING THE TOWN MANAGER TO EXPEND ANY ADDITIONAL TOWN FUNDS WITHIN THE MANAGER'S PURCHASING AUTHORITY BUDGETED FOR THIS PROJECT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

19. QUASI JUDICIAL PUBLIC HEARINGS

20. ADJOURNMENT

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

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

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

PROCEDURES FOR PUBLIC COMMENTS:

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

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

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

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

INVOCATION:

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



Agenda Item No: 5.a.

Town Commission Agenda Item Report

Meeting Date: October 22, 2024

Submitted By:

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Proclamation - Pioneer Day for Joan Garrett

Explanation: A proclamation will be read by Mayor Malkoon announcing the recognition of Joan Garrett as a Broward County Pioneer.

Recommendation: N/A

Exhibits:

1. Joan Garrett Proclamation

Proclamation

*Issued by the Governing Body of the
Town of Lauderdale-By-The-Sea, Florida*

WHEREAS, in 1976, Joan Garrett and her husband, Bill, relocated to Lauderdale-By-The-Sea; and

WHEREAS, in 1992 Joan became a dispatcher at the Lauderdale-By-The-Sea police department; and

WHEREAS, when the Town established a parking department, she was hired as a parking enforcement officer where she worked until her retirement in 2012 at the age of 78; and

WHEREAS, following her retirement, Joan joined the Lauderdale-By-The-Sea Citizens on Patrol and she and her partner were often seen patrolling the neighborhoods in the COP'S cruiser or on the beach in the Town's ATV; and

WHEREAS, at age 90, she is now a lieutenant in the COP program and continues to participate in volunteering in Town such as collecting thousands of toys for children who might otherwise not receive anything; and

WHEREAS, Joan was also a member of the Big Sisters Organization for 11 years and enjoyed mentoring many young girls and providing them with many positive experiences; and

WHEREAS, she also volunteered at the emergency room at Broward Imperial Point Hospital where she assisted patients and was a calming and comforting presence while they waited to be seen; and

Now, therefore, I, Mayor Edmund Malkoon, on behalf of the Town Commission and the citizens of Lauderdale-By-The-Sea, hereby proclaim the following:

1. Joan Garrett is a happy and fun-loving Mom, Grandma, Great-Grandma and friend; and at 90 years of age she continues to live her life to the fullest in Lauderdale-By-The-Sea.
2. Joan Garrett, as a long time Lauderdale-by-The-Sea resident and long time Broward County resident will be recognized as a Broward County Pioneer on November 9, 2024 at the 48th Annual Pioneer Day celebration.

*In witness wherof we have hereunto set
our hands and caused this seal to be
affixed*

Edmund Malkoon, Mayor

Katrina Adler, Town Clerk





Agenda Item No: 7.a.

Town Commission Agenda Item Report

Meeting Date: October 22, 2024

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

Submitting Department: Administration

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO September 2024 Public Safety Report

Explanation: BSO September 2024 report prepared by Captain William Wesolowski.

Recommendation: Accept/Approve

Exhibits:

1. TM Report-September 2024



Date: October 4, 2024

To: Linda Connors
Town Manager

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

Subject: BSO Public Safety Report- September 2024

PERSONNEL CHANGES:

On September 7, 2024, Sergeant Saied Jadallah was transferred from the Lauderdale by the Sea District to the West Park District.

On September 7, 2024, Sergeant William Browning was transferred into the Lauderdale by the Sea District from the Tamarac District.

EMPLOYEE OF THE MONTH: Deputy Eric Boyian

On September 8, 2024, Deputy Boyian responded to Pier 14 in reference to a report of a delayed theft of a cellular phone. Upon contacting the victim, it was revealed (by surveillance footage) that a W/M suspect had taken the victim's iPhone after being left on a table in the restaurant. The victim was able to track his iPhone via "Find My iPhone" to its last known location of Ocean Marts Convenience Store, 4301 N Ocean Drive in Lauderdale-By-The-Sea, but the phone was no longer providing its location, so it was assumed at this point the phone had been shut down in power.

Armed with this information, Deputy Boyian responded to Ocean Marts Convenience Store and met with the clerk. The store clerk stated a W/M fitting the description of the suspect had entered the store and attempted to sell him an iPhone. The clerk advised that he knows the suspect as "JP," who frequents the store every two to three days. The clerk refused to buy the phone because he knew JP to be a thief. The clerk provided Deputy Boyian with JP's telephone number and JP's contact picture from his personal phone.

Deputy Boyian then ran JP's phone number in BSO's computer system and learned the number was connected to a person named Jonathan Plotnick. Deputy Boyian immediately recognized Plotnick from previous encounters and knew of his lengthy criminal record. Deputy Boyian positively identified Plotnick as the subject in the surveillance video.

Utilizing the information obtained by Deputy Boyian, Lauderdale-By-The-Sea Detectives conducted a follow-up investigation with the victim and witness. Jonathan Plotnick was positively identified and later arrested for petit theft, which also violated his current probation for possession

of cocaine.

Deputy Boyian's diligence and investigative skills truly exemplify the high standards of dedication and professionalism expected by all Broward Sheriff's Office employees. Deputy Boyian's dedication to the case led to the arrest of Jonathan Plotnick.

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

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

municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within Town limits.

- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. **Deputies conducted 0 hrs. of bike patrol.**
- **All-Terrain Vehicle Patrol:** The ATV / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol is instrumental in marine fisheries regulation enforcement and protection. **Deputies used the ATV / Polaris for 229 miles and 26 hours this month.**
- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Seven (7) individuals were experiencing a mental health crises and were Baker Acted. Six (6) individuals experiencing homelessness were contacted during this period. Five individuals refused services, and one individual was transported to Henderson Behavioral.
- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. **See Notable Incidents/Arrests below.**
- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website @ www.sheriff.org.
- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.
- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.
- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Wesolowski and Lieutenant Sutter to provide information to the public via social media. Follow us **@BSOLBTS**.

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

Probation and Parole Sweep: On 09/24/24, the Lauderdale by the Sea District Criminal Investigations Unit, in conjunction with the Department of Probation and Parole conducted an

Administrative/Probation sweep of those individuals who reside in Lauderdale by the Sea who are on probation. Prior to the sweep, detectives determined one of the known probationers was no longer residing in the town. Probation and Parole identified several additional probationers who were previously unknown to be residing in Lauderdale by the Sea. Once all known probationers residing in Lauderdale by the Sea were identified, the Administrative/Probation sweep was conducted. Christine Ammon was found to be in possession of several illicit substances to include crystal meth (4.2 grams), 2 grams of Ketamine, a small amount of Heroin, 3 grams of Marijuana, and 54 Buprenorphine pills. Ammon was arrested and charged with (4) counts of VOP. Cristian Guitierrez was found to be in possession of Marijuana and was ordered to provide a urine sample at the offices of Probation and Parole. This sample tested positive and a VOP warrant is forthcoming.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2409-000102 (Deputy Roach)
DATE/TIME: 09/05/2024 at 23:00
LOCATION: 14 Commercial Blvd
VICTIM: Pier 14
INCIDENT: Theft
SUMMARY: Deputies were out on foot in the area of Commercial Blvd and El Mar Dr when they were approached by a bartender from Pier 14, Michelle Felix. Felix reported that an unknown older white male, wearing a black shirt, consumed food/beverage at Pier 14, and then left without paying for the food/beverage. The total value stolen was \$32.08.

CASE: 13-2409-000130 (Deputy Bickel)
DATE/TIME: 09/07/2024 @ 1048 hrs.
LOCATION: 4 Sunset Lane
VICTIM: Elvin Cochran, WM DOB: 10/02/1952
SUSPECT: Julius Clark, BM DOB: 08/20/1981
INCIDENT: Felony Battery > 65
SUMMARY: Deputies were dispatched to the above location in reference to a 911 hangup. Deputy Bickel learned that there was a verbal dispute involving the victim, Cochran, and the suspect, Clark. Victim, Cochran left the residence to resolve the issue. Later, the victim responded to the district office and reported that Clark had battered him earlier that day at the listed location before law enforcement's arrival. Cochran is seventy-two years of age and had a minor abrasion on the skin area where the battery occurred. Deputy Bickel and Dep Swadkins responded back out to the location to obtain additional information from the homeowner and suspect, Clark. No one answered the door. The incident was documented for later CID/VCU follow-up.

CASE: 13-2409-000159 (Deputy Boyian) (Det. Genovese)
DATE/TIME: 09/08/24 @ 2116 Hrs.
LOCATION: 14 Commercial Blvd (Pier 14 Restaurant)
SUSPECT: Plotnick, Jonathan (W/M, DOB: 7/6/66)
VICTIM: De Camargo, Douglas (W/L/M DOB: 5/2/66)
INCIDENT: Theft (Petit) (Arrest)
SUMMARY: The manager of Pier 14 reported his cell phone was stolen from a table inside the establishment. He checked the security surveillance and then tracked his phone to the Ocean Marts convenience store at 4301 N. Ocean Dr. He was advised by the clerk a subject fitting the description of the person seen taking it in the footage had attempted to sell it. Based

upon information provided by the Ocean Marts clerk the investigation revealed that a known local subject, Jonathan Plotnick had been the one who was attempting to sell the phone. Statement was taken from the clerk. Plotnick was arrested on 09/12/24 by Det. Genovese and add charged with Violation of Probation. TOT Main Jail.

CASE: 13-2409-000425 (Dep. Swadkins)
DATE/TIME: 9-21-24 @ 1315 hrs.
LOCATION: 222 Commercial Blvd #200
SUSPECT: Shelby Gall W/F 7-19-91
VICTIM: Rosanna Bermejo W/F 2-4-68
INCIDENT: Theft/Recovery of Apple iPad-Waiver signed
SUMMARY: Client Gall had a skin care appointment and Bermejo was running a few minutes late. Gall became impatient and took an Apple iPad from the reception desk and exited the business. Bermejo returned approximately 30 minutes later and returned the iPad to the reception desk. The iPad was valued at approximately \$500. Waiver of prosecution signed.

CASE: 13-2409-000427 (Deputy Alvarez-Jacinto)
DATE/TIME: 09/15/24 @ 0500 HRS
LOCATION: 4100 El Mar Drive, LBS
REPORTER: Geeta Deosaran, A/F 10/14/1960
VEHICLE: 2025 white Lexus FL tag DV-2933R
INCIDENT: Burglary Conveyance
SUMMARY: On 09/21/2024 at approximately 1955 hours, Ms. Geeta Deosaran came to the district office to report a delayed burglary conveyance that occurred on 09/15/2024 at approximately 0500 hours at the municipal parking lot located at 4100 El Mar Drive. Ms. Deosaran went to see the sunrise leaving her 2025 white Lexus, Florida tag DV 2933R unlocked and her wallet on the front passenger floorboard covered by a towel. She returned around 0530 hours to find the wallet missing. No monetary loss reported.

CASE: 13-2409-000297 (Deputy Roach)
DATE/TIME: 09/15/2024 @ 0108
LOCATION: 1 Commercial Blvd
VICTIM: W/M Dorian Boland (03/29/1977)
SUSPECT: Unknown
INCIDENT: Battery
SUMMARY: Deputies responded to Aruba's regarding a disturbance where a subject was arguing with an employee and refusing to pay his bill. Contact was made with Victim, Boland who advised that he was at Aruba's with his girlfriend, and he walked out of the rear entrance to the restaurant when he was punched by an unknown person in the back of his head. While falling to the ground, Boland felt other punches to the side and front of his head. Boland sustained injuries to his head. There were no witnesses to the incident and the Victim did not want a report. On 9-18-24, Victim Boland responded to the LBS District Office requesting a report of the Battery incident.

CASE: 13-2409-000499 (Redl, Genovese, Koos, Sutter, Rivera)
DATE/TIME: 09/24/24 / 0600 HRS
LOCATION: Various residences throughout the Town
VICTIM: SOF
ARRESTEE: Christine Ammon, B/F, 2/01/91
INCIDENT: VOP (Arrest)
SUMMARY: LBTS deputies assisted Probation and Parole with a search of probationers residing in the Town. Of the six locations visited, subject Christine Ammon was found to be in possession of several illicit substances to include crystal meth (4.2 grams), 2 grams of Ketamine, a small amount of Heroin, 3 grams of Marijuana, and 54 Buprenorphine pills. Ammon was charged with (4) counts of VOP. Cristian Guitierrez was found to be in possession of Marijuana and was ordered to provide a urine sample at the offices of Probation and Parole. This sample tested positive and a VOP warrant is forthcoming.

CASE: 13-2409-000495 (Hopkins)
DATE/TIME: 09/24/24 / 1249 HRS
LOCATION: 5400 N. Ocean Drive
VICTIM: Michael Morin, W/M, 8/8/51
SUSPECT: Unknown B/M, 20-25, 6'1", 165 LBS
INCIDENT: Battery Victim over 65
SUMMARY: Michael Morin reported that while swimming back to shore, the listed suspect and his dog described as a small white dog with spots approached him and alleged the dog began to nip at his feet. Mr. Morin stated he picked up a piece of driftwood and threw it at the dog to protect himself. As Morin was walking back to his condo, the suspect came up behind him and pushed him, causing him to fall to the ground. Morin then advised the suspect began taunting him while he continued to his condo. Morin called 911 to report the incident. Deputy Hopkins canvassed the area but could not locate the suspect. No injuries were sustained.

CASE: 13-2409-000568
DATE/TIME: 09/27/24 @ 1420 hours
LOCATION: 277 Miramar Ave
VICTIM: Giovanni Stanley W/M 4/12/99 (Son)
ARRESTEE: Lori Anne Buccellato W/F 8/9/65 (Mother)
INCIDENT: Domestic Battery/Active Warrant for Trespassing (Arrest)
SUMMARY: Following a verbal altercation the Arrestee intentionally slapped the victim in the face multiple times and tried to choke him causing redness to his face. The Arrestee had neck/back surgery approximately 2 weeks ago and complained that her heart was hurting when told she was under arrest. PBFR transported her to Holy Cross for medical clearance and TOT Main Jail.

MONTHLY ARREST LOGS:

Misd/Fel	Charge	Street
Misd	Petit Theft	14 Commercial Blvd
Misd	Domestic Battery	277 Miramar Ave
Fel	Burglary Conveyance	1441 S Ocean Blvd

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2023 YTD	2024 YTD
AUTO THEFT	0	0	12	6
BURGLARY-BUSINESS	0	1	2	2
BURGLARY-CONVEYANCE	1	0	15	13
BURGLARY-RESIDENCE	0	1	6	2
BURGLARY-STRUCTURE	0	0	1	0
FORCIBLE SEX	0	0	0	1
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	0	5	3
HOMICIDE	0	0	0	0
ROBBERY	0	1	0	2
THEFT-GRAND	0	1	22	14
THEFT-PETIT	3	1	26	32
TOTALS	4	5	89	75

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	28
COP Hours Worked - Month	11
COP Patrol Miles - Month	73
COP Hours Worked - YTD	583
COP Patrol Miles - YTD	1,261

COP Bike Patrol Hours – Month	0
COP Bike Patrol Hours - YTD	13

COP Beach Patrol Hours – Month	0
COP Beach Patrol Hours - YTD	105.5

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

	Month	2024 YTD
Reserve Deputy - Days Worked	7	35
Reserve Deputy - Hours Worked	48	313.5

MONTHLY STAFFING AND STATISTICAL REPORT:

The September 2024 Monthly Staffing and Statistical Report is attached.



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

September 30, 2024

CURRENT STAFFING ALLOCATIONS

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

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
Sergeant William Browning	14263	Assigned to D13	Transferred in from D8
Sergeant Saied Jadallah	13183	Assigned to D8	Transferred out of D13
Deputy Jeffrey Bickel	15551	SL	Illness

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
			TOTAL	0



Lauderdale by the Sea

Monthly Activity

SEPTEMBER 2024

Reports/Calls	
Miscellaneous Service	
Event Reports	31
Accidents	1
Calls for Service	650

Traffic	
Types of Citation	
Non-Moving / Moving Citation	83
Parking	0
Warnings	46
Total Citations	129

Arrests	
Type of Arrest	
Felony	0
Misdemeanor	2
Warrant (Felony)	0
Warrant (Misd.)	0
DUI (Felony)	0
DUI (Misdemeanor)	0
NIC (Felony)	0
NIC (Misdemeanor)	0
DV (Felony)	0
DV (Misd.)	0
Total Arrests	2

Time Worked	
Hours Worked	
Bike Patrol	0.00
Court Overtime	12
Training Hours	47
Detached	0
Other Overtime	99
Days Worked	30

General	
FI	11
Truant	0
Truant Debriefed	0
Elder Link	0

Narrative
ATV/UTV: 106 Miles / 13 Hours Reserve Deputies worked 7 shifts (48 hrs)



Agenda Item No: 7.b.

Town Commission Agenda Item Report

Meeting Date: October 22, 2024

Submitted By: Ashley Zalewski, Fire Inspector Ashley Zalewski

Submitting Department: Administration

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: PBFR September 2024 Public Safety Report

Explanation: PBFR September 2024 report prepared by Fire Inspector Ashley Zalewski.

Recommendation: Accept/Approve

Exhibits:

1. PBFR September 2024 Report for LBTS



POMPANO BEACH
FIRE RESCUE
Bureau of Fire Prevention

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

TO: LINDA CONNORS, TOWN MANAGER

FROM: ASHLEY ZALEWSKI

SUBJECT: PBFR PUBLIC SAFETY REPORT – SEPTEMBER 2024

CC: PETE MCGINNIS

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

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

- Community Event- 0

Plan Reviews and Fees:

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

Type	Amount/Number
Plans Reviewed	14
Square Footage	212,224
Plan Review Revision Fee	\$0.00
Fire/Rescue Fee	\$0.00
Total Project Cost	\$2,168,295.50
PBFR Plan Review Fee	\$10,324.01
PBFR Tech Fee	\$206.48
New Constructions	20
Annual Inspections	12
Meetings	10

Plan Type	Plans Reviewed
30- Apartments	9
38- Business	1
90- Site Plan	3
24 – One/Two Family Dwelling	1
Grand Total	14

Complaints & Notice of Violation:

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

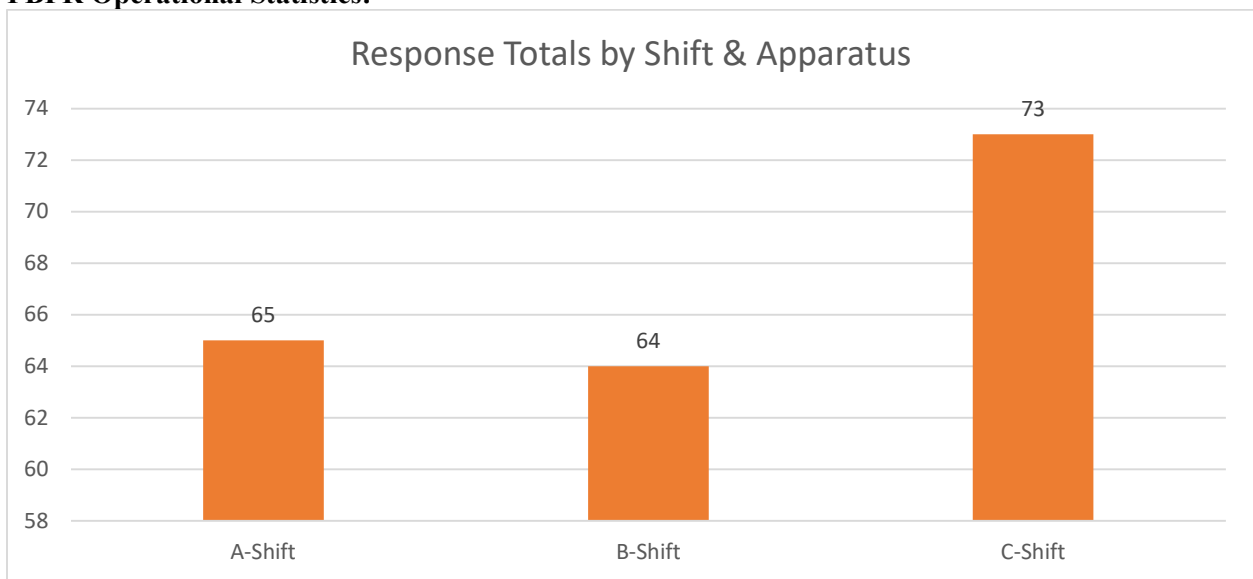
	Assigned	On Going	Completed
09/01/2024 through 09/30/24	0	0	0

Below are the Fire Incidents for the Month of September 2024.

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

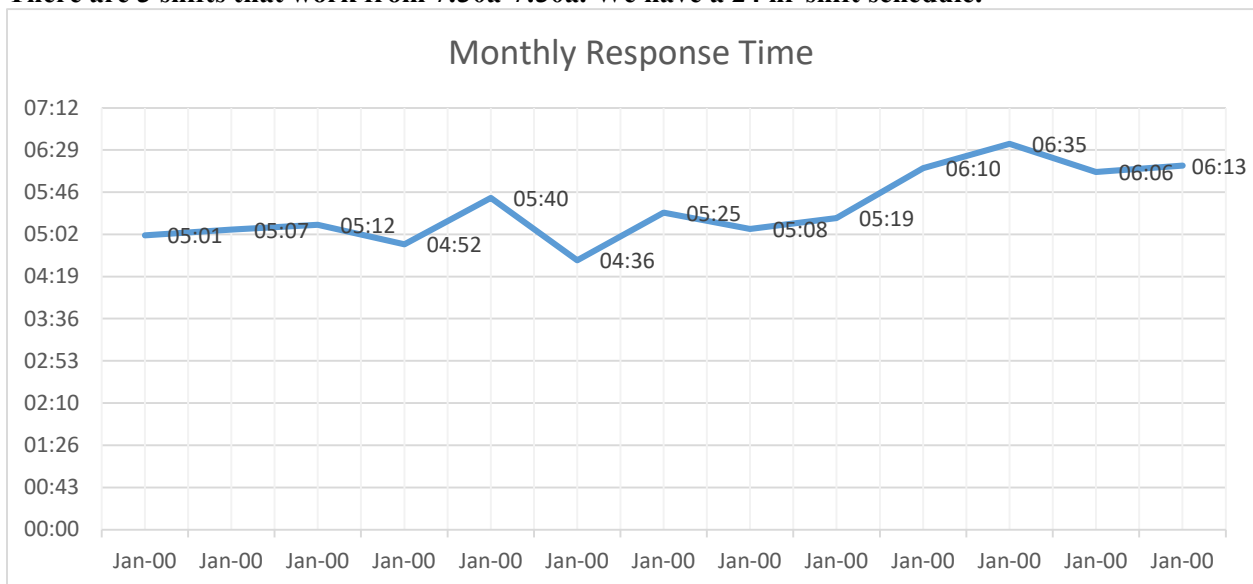
Structure Fires	Estimated Property Loss	Civilian Casualty	Civilian Deaths	Total
Structure Fires	Estimated Property Loss	Civilian Casualty	Civilian Deaths	Total
02 - Residential - Apartments	\$0.00	0	0	0
04 - Other Residential	\$0.00	0	0	0
06 - Public Assembly	\$0.00	0	0	0
09 - Stores and Offices	\$0.00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

PBFR Operational Statistics:



Total call for month: 202

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



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

Station 12	C-Shift	R12	9/1/24 8:11 AM	9/1/24 8:20 AM	EMS call, excluding vehicle accident with injury	0:09:23
Station 11	A-Shift	R12	9/2/24 5:46 PM	9/2/24 5:53 PM	Water vehicle fire	0:07:03
Station 11	A-Shift	E12	9/2/24 5:46 PM	9/2/24 5:54 PM	Water vehicle fire	0:08:16
Station 63	B-Shift	E12	9/3/24 10:40 AM	9/3/24 10:53 AM	Motor vehicle accident with no injuries.	0:12:22
Station 11	B-Shift	R12	9/3/24 11:00 AM	9/3/24 11:00 AM	No incident found on arrival at dispatch address	0:00:20
Station 12	B-Shift	E12	9/3/24 6:19 PM	9/3/24 6:23 PM	Service Call, other	0:03:16
Station 12	B-Shift	E12	9/4/24 1:06 AM	9/4/24 1:13 AM	EMS call, excluding vehicle accident with injury	0:07:14
Station 12	B-Shift	R12	9/4/24 6:22 AM	9/4/24 6:28 AM	EMS call, excluding vehicle accident with injury	0:06:31
Station 12	C-Shift	R12	9/4/24 9:19 AM	9/4/24 9:28 AM	EMS call, excluding vehicle accident with injury	0:08:54
Station 63	C-Shift	E12	9/4/24 10:08 AM	9/4/24 10:15 AM	Alarm system sounded due to malfunction	0:07:30
Station 12	C-Shift	R12	9/4/24 2:42 PM	9/4/24 2:47 PM	EMS call, excluding vehicle accident with injury	0:05:46
Station 12	C-Shift	R12	9/5/24 5:07 AM	9/5/24 5:12 AM	EMS call, excluding vehicle accident with injury	0:05:22
Station 12	C-Shift	E12	9/5/24 5:07 AM	9/5/24 5:13 AM	EMS call, excluding vehicle accident with injury	0:06:02
Station 12	A-Shift	R12	9/5/24 10:25 AM	9/5/24 10:27 AM	EMS call, excluding vehicle accident with injury	0:02:21
Station 12	A-Shift	R12	9/5/24 11:27 AM	9/5/24 11:32 AM	EMS call, excluding vehicle accident with injury	0:05:36
Station 12	A-Shift	R12	9/5/24 4:28 PM	9/5/24 4:34 PM	EMS call, excluding vehicle accident with injury	0:06:15
Station 12	A-Shift	E12	9/5/24 4:47 PM	9/5/24 4:51 PM	Smoke or odor removal	0:04:02
Station 12	A-Shift	R12	9/5/24 10:57 PM	9/5/24 11:01 PM	EMS call, excluding vehicle accident with injury	0:04:26
Station 12	B-Shift	E12	9/6/24 2:00 PM	9/6/24 2:05 PM	Detector activation, no fire - unintentional	0:05:15
Station 12	B-Shift	R12	9/6/24 6:51 PM	9/6/24 6:59 PM	EMS call, excluding vehicle accident with injury	0:08:30
Station 12	B-Shift	R12	9/7/24 1:52 AM	9/7/24 1:59 AM	EMS call, excluding vehicle accident with injury	0:06:30
Station 12	C-Shift	E12	9/7/24 11:50 AM	9/7/24 11:56 AM	Removal of victim(s) from stalled elevator	0:05:23
Station 12	C-Shift	R12	9/7/24 10:55 PM	9/7/24 11:00 PM	EMS call, excluding vehicle accident with injury	0:05:07
Station 12	C-Shift	R12	9/8/24 2:39 AM	9/8/24 2:45 AM	EMS call, excluding vehicle accident with injury	0:05:40
Station 12	C-Shift	R12	9/8/24 3:52 AM	9/8/24 3:57 AM	EMS call, excluding vehicle accident with injury	0:05:02
Station 12	A-Shift	E12	9/8/24 9:08 AM	9/8/24 9:13 AM	EMS call, excluding vehicle accident with injury	0:05:40
Station 12	A-Shift	E12	9/8/24 11:59 AM	9/8/24 12:04 PM	Police matter	0:04:59
Station 12	A-Shift	E12	9/8/24 10:02 PM	9/8/24 10:07 PM	EMS call, excluding vehicle accident with injury	0:05:05
Station 12	A-Shift	R12	9/8/24 10:03 PM	9/8/24 10:15 PM	EMS call, excluding vehicle accident with injury	0:12:00

Station 12	B-Shift	R12	9/9/24 1:49 PM	9/9/24 1:55 PM	EMS call, excluding vehicle accident with injury	0:06:07
Station 12	B-Shift	R12	9/9/24 5:18 PM	9/9/24 5:27 PM	EMS call, excluding vehicle accident with injury	0:08:18
Station 12	B-Shift	E12	9/9/24 10:41 PM	9/9/24 10:49 PM	Arcing, shorted electrical equipment	0:08:13
Station 12	B-Shift	E12	9/10/24 6:39 AM	9/10/24 6:46 AM	Public service	0:06:40
Station 12	C-Shift	R12	9/10/24 2:34 PM	9/10/24 2:36 PM	Police matter	0:02:09
Station 12	C-Shift	R12	9/10/24 3:52 PM	9/10/24 3:56 PM	EMS call, excluding vehicle accident with injury	0:04:50
Station 12	C-Shift	E12	9/10/24 7:28 PM	9/10/24 7:33 PM	Alarm system sounded due to malfunction	0:05:51
Station 12	C-Shift	E12	9/10/24 8:17 PM	9/10/24 8:23 PM	Alarm system sounded due to malfunction	0:06:02
Station 12	A-Shift	R12	9/11/24 2:49 PM	9/11/24 2:57 PM	EMS call, excluding vehicle accident with injury	0:07:50
Station 12	A-Shift	R12	9/11/24 3:33 PM	9/11/24 3:49 PM	EMS call, excluding vehicle accident with injury	0:15:11
Station 12	A-Shift	E12	9/11/24 3:36 PM	9/11/24 3:43 PM	Defective elevator, no occupants	0:07:15
Station 12	A-Shift	R12	9/12/24 6:35 AM	9/12/24 6:40 AM	EMS call, excluding vehicle accident with injury	0:05:13
Station 12	B-Shift	R12	9/12/24 10:38 AM	9/12/24 10:45 AM	EMS call, excluding vehicle accident with injury	0:06:50
Station 12	B-Shift	R12	9/12/24 1:55 PM	9/12/24 1:58 PM	EMS call, excluding vehicle accident with injury	0:02:38
Station 12	B-Shift	R12	9/12/24 2:22 PM	9/12/24 2:27 PM	EMS call, excluding vehicle accident with injury	0:05:01
Station 12	B-Shift	E12	9/12/24 4:54 PM	9/12/24 4:57 PM	Smoke detector activation, no fire - unintentional	0:03:49
Station 12	B-Shift	E12	9/12/24 6:11 PM	9/12/24 6:14 PM	Service Call, other	0:03:05
Station 12	C-Shift	R12	9/13/24 8:30 AM	9/13/24 8:40 AM	EMS call, excluding vehicle accident with injury	0:10:24
Station 12	C-Shift	R12	9/13/24 10:17 PM	9/13/24 10:22 PM	EMS call, excluding vehicle accident with injury	0:04:49
Station 12	C-Shift	E12	9/13/24 11:48 PM	9/13/24 11:54 PM	Heat detector activation due to malfunction	0:05:23
Station 12	A-Shift	E12	9/14/24 1:00 PM	9/14/24 1:06 PM	Alarm system activation, no fire - unintentional	0:06:40
Station 12	A-Shift	R12	9/14/24 1:10 PM	9/14/24 1:15 PM	EMS call, excluding vehicle accident with injury	0:04:54
Station 12	B-Shift	E12	9/15/24 9:11 AM	9/15/24 9:16 AM	Gas leak (natural gas or LPG)	0:04:53
Station 12	B-Shift	R12	9/15/24 9:11 AM	9/15/24 9:16 AM	Gas leak (natural gas or LPG)	0:04:17
Station 12	B-Shift	R12	9/15/24 10:44 AM	9/15/24 10:48 AM	EMS call, excluding vehicle accident with injury	0:03:42
Station 12	B-Shift	E12	9/15/24 10:54 AM	9/15/24 11:01 AM	No incident found on arrival at dispatch address	0:06:05
Station 12	B-Shift	E12	9/15/24 8:49 PM	9/15/24 8:54 PM	Removal of victim(s) from stalled elevator	0:05:52
Station 12	C-Shift	R12	9/16/24 11:33 AM	9/16/24 11:36 AM	EMS call, excluding vehicle accident with injury	0:03:01
Station 12	C-Shift	R12	9/16/24 1:32 PM	9/16/24 1:33 PM	EMS call, excluding vehicle accident with injury	0:00:19
Station 52	C-Shift	R12	9/16/24 2:13 PM	9/16/24 2:29 PM	EMS call, excluding vehicle accident with injury	0:16:02
Station 12	C-Shift	R12	9/16/24 9:44 PM	9/16/24 9:47 PM	EMS call, excluding vehicle accident with injury	0:02:52
Station 12	C-Shift	R12	9/17/24 12:08 AM	9/17/24 12:14 AM	EMS call, excluding vehicle accident with injury	0:06:34

Station 12	A-Shift	R12	9/17/24 9:48 AM	9/17/24 9:55 AM	EMS call, excluding vehicle accident with injury	0:06:48
Station 12	A-Shift	R12	9/17/24 11:45 AM	9/17/24 11:47 AM	EMS call, excluding vehicle accident with injury	0:02:13
Station 12	A-Shift	R12	9/17/24 6:08 PM	9/17/24 6:14 PM	EMS call, excluding vehicle accident with injury	0:06:38
Station 12	A-Shift	R12	9/17/24 6:55 PM	9/17/24 6:59 PM	Assist invalid	0:04:31
Station 12	B-Shift	R12	9/18/24 12:09 PM	9/18/24 12:16 PM	EMS call, excluding vehicle accident with injury	0:07:42
Station 12	B-Shift	E12	9/18/24 4:20 PM	9/18/24 4:26 PM	EMS call, excluding vehicle accident with injury	0:06:33
Station 12	B-Shift	R12	9/18/24 4:19 PM	9/18/24 4:26 PM	EMS call, excluding vehicle accident with injury	0:07:49
Station 12	B-Shift	R12	9/19/24 5:41 AM	9/19/24 5:50 AM	EMS call, excluding vehicle accident with injury	0:08:37
Station 12	C-Shift	R12	9/19/24 9:29 AM	9/19/24 9:34 AM	EMS call, excluding vehicle accident with injury	0:04:41
Station 12	C-Shift	R12	9/19/24 11:48 AM	9/19/24 11:52 AM	EMS call, excluding vehicle accident with injury	0:03:52
Station 12	C-Shift	R12	9/20/24 1:29 AM	9/20/24 1:36 AM	EMS call, excluding vehicle accident with injury	0:06:18
Station 11	A-Shift	R12	9/20/24 8:37 AM	9/20/24 8:46 AM	EMS call, excluding vehicle accident with injury	0:08:19
Station 12	A-Shift	R12	9/20/24 12:34 PM	9/20/24 12:37 PM	Police matter	0:03:25
Station 12	A-Shift	Q12	9/20/24 12:54 PM	9/20/24 1:00 PM	Alarm system activation, no fire - unintentional	0:06:26
Station 12	A-Shift	R12	9/20/24 3:05 PM	9/20/24 3:10 PM	EMS call, excluding vehicle accident with injury	0:04:38
Station 12	A-Shift	R12	9/20/24 4:26 PM	9/20/24 4:30 PM	EMS call, excluding vehicle accident with injury	0:03:55
Station 12	A-Shift	R12	9/20/24 7:03 PM	9/20/24 7:09 PM	EMS call, excluding vehicle accident with injury	0:05:27
Station 12	B-Shift	R12	9/21/24 10:25 AM	9/21/24 10:31 AM	EMS call, excluding vehicle accident with injury	0:06:01
Station 12	B-Shift	R12	9/21/24 11:30 AM	9/21/24 11:35 AM	EMS call, excluding vehicle accident with injury	0:04:46
Station 12	B-Shift	R12	9/21/24 6:44 PM	9/21/24 6:50 PM	EMS call, excluding vehicle accident with injury	0:06:17
Station 12	B-Shift	R12	9/22/24 3:17 AM	9/22/24 3:26 AM	EMS call, excluding vehicle accident with injury	0:08:25
Station 12	B-Shift	R12	9/22/24 4:59 AM	9/22/24 5:05 AM	Emergency medical service incident, other	0:06:10
Station 12	C-Shift	Q12	9/22/24 11:52 AM	9/22/24 11:56 AM	Water problem, other	0:04:22
Station 12	C-Shift	R12	9/22/24 8:06 PM	9/22/24 8:10 PM	EMS call, excluding vehicle accident with injury	0:03:44
Station 12	C-Shift	Q12	9/22/24 8:30 PM	9/22/24 8:36 PM	Smoke scare, odor of smoke	0:06:08
Station 12	C-Shift	Q12	9/23/24 2:52 AM	9/23/24 2:58 AM	Alarm system activation, no fire - unintentional	0:05:59
Station 12	C-Shift	Q12	9/23/24 5:10 AM	9/23/24 5:15 AM	EMS call, excluding vehicle accident with injury	0:05:08
Station 12	C-Shift	R12	9/23/24 5:08 AM	9/23/24 5:14 AM	EMS call, excluding vehicle accident with injury	0:05:33
Station 12	A-Shift	R12	9/23/24 10:24 AM	9/23/24 10:35 AM	EMS call, excluding vehicle accident with injury	0:11:03
Station 12	A-Shift	Q12	9/23/24 6:14 PM	9/23/24 6:22 PM	Assist invalid	0:08:00

Station 12	A-Shift	R12	9/24/24 12:19 AM	9/24/24 12:26 AM	EMS call, excluding vehicle accident with injury	0:06:54
Station 103	B-Shift	Q12	9/24/24 10:01 AM	9/24/24 10:12 AM	Smoke scare, odor of smoke	0:11:18
Station 12	B-Shift	Q12	9/24/24 11:24 AM	9/24/24 11:29 AM	Removal of victim(s) from stalled elevator	0:04:54
Station 12	B-Shift	Q12	9/24/24 1:58 PM	9/24/24 2:05 PM	Unintentional transmission of alarm, other	0:06:15
Station 12	B-Shift	Q12	9/24/24 2:36 PM	9/24/24 2:41 PM	EMS call, excluding vehicle accident with injury	0:04:31
Station 12	B-Shift	R12	9/24/24 2:37 PM	9/24/24 2:41 PM	EMS call, excluding vehicle accident with injury	0:03:33
Station 12	B-Shift	Q12	9/24/24 3:58 PM	9/24/24 4:02 PM	Assist invalid	0:03:51
Station 12	B-Shift	Q12	9/24/24 7:59 PM	9/24/24 8:04 PM	Alarm system sounded due to malfunction	0:04:19
Station 12	C-Shift	R12	9/25/24 9:52 AM	9/25/24 10:03 AM	EMS call, excluding vehicle accident with injury	0:10:42
Station 12	C-Shift	Q12	9/25/24 11:04 AM	9/25/24 11:07 AM	Removal of victim(s) from stalled elevator	0:03:26
Station 12	C-Shift	Q12	9/26/24 1:55 AM	9/26/24 2:01 AM	Unintentional transmission of alarm, other	0:06:29
Station 12	C-Shift	Q12	9/26/24 2:33 AM	9/26/24 2:39 AM	Assist invalid	0:05:16
Station 12	A-Shift	R12	9/26/24 8:53 AM	9/26/24 8:55 AM	EMS call, excluding vehicle accident with injury	0:01:53
Station 12	A-Shift	R12	9/26/24 9:38 AM	9/26/24 9:40 AM	EMS call, excluding vehicle accident with injury	0:01:31
Station 12	A-Shift	Q12	9/26/24 11:18 PM	9/26/24 11:31 PM	Lock-out	0:12:32
Station 12	A-Shift	R12	9/26/24 11:25 PM	9/26/24 11:32 PM	EMS call, excluding vehicle accident with injury	0:06:56
Station 12	B-Shift	R12	9/27/24 8:15 PM	9/27/24 8:21 PM	EMS call, excluding vehicle accident with injury	0:05:23
Station 12	B-Shift	Q12	9/27/24 8:20 PM	9/27/24 8:26 PM	EMS call, excluding vehicle accident with injury	0:06:12
Station 12	C-Shift	Q12	9/28/24 7:12 AM	9/28/24 7:16 AM	Smoke detector activation, no fire - unintentional	0:04:31
Station 11	C-Shift	R12	9/28/24 12:43 PM	9/28/24 12:50 PM	Smoke scare, odor of smoke	0:06:56
Station 12	C-Shift	R12	9/28/24 3:55 PM	9/28/24 4:00 PM	EMS call, excluding vehicle accident with injury	0:04:28
Station 12	C-Shift	R12	9/28/24 6:44 PM	9/28/24 6:47 PM	EMS call, excluding vehicle accident with injury	0:03:15
Station 12	C-Shift	R12	9/28/24 10:14 PM	9/28/24 10:19 PM	EMS call, excluding vehicle accident with injury	0:05:16
Station 12	C-Shift	R12	9/29/24 12:46 AM	9/29/24 12:53 AM	EMS call, excluding vehicle accident with injury	0:06:41
Station 12	C-Shift	R12	9/29/24 1:25 AM	9/29/24 1:31 AM	Assist invalid	0:05:43
Station 12	C-Shift	Q12	9/29/24 6:11 AM	9/29/24 6:18 AM	Arcing, shorted electrical equipment	0:07:27
Station 12	A-Shift	Q12	9/29/24 9:19 PM	9/29/24 9:25 PM	Removal of victim(s) from stalled elevator	0:06:20

***Closest unit response- R12 was called for a rescue call outside of Lauderdale by the Sea.**

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





Town Commission Agenda Item Report

Meeting Date: October 22, 2024

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report

Explanation: 1. Upcoming Special Events

Katie has been working hard with the rest of Town Staff to plan some fantastic events for residents and guests to enjoy. On the schedule for the next few weeks:

Boo By The Sea - on October 26th our west Plaza businesses are on showcase as they host trick-or-treaters for the day. Running from 10:00 am. – 1:00 p.m., this fun-filled day features a collection of music, family-friendly entertainment, and other interactive activations as we highlight our local and community businesses. Be sure to dress for the occasion in your holiday costume to add to the fun! Candy and other treats will be passed out by all of the participating businesses. The Town is very grateful to all of our local establishments who have committed their time to making this such a sweet event.

75th Celebration - A little rain pushed us back a bit, but we are excited to enjoy an afternoon with everyone on Saturday, November 2nd as we continue our 75th Anniversary celebrations. The event, which will take place in Friedt Park adjacent to the tennis courts, will be held from 11:00 a.m. – 2:00 p.m. We hope you will all join us as we enjoy some good food, great music, and a day focused on our outstanding community.

Veterans Day - Monday, November 11th marks a very special holiday as we honor our hometown heroes at our annual Veterans Day ceremony. The gathering will be held in El Prado Park from 10:00 a.m. – 11:30 a.m. We are grateful to Broward Sheriff's Office and Pompano Fire for their support in making this a very symbolic day. John "Chickie" Donohue, notable for his story of the "Greatest Beer Run Ever" during the Vietnam War, has accepted the role of keynote speaker. One of the most remarkable aspects of our event takes place as we personally recognize our own hometown heroes. If you are a resident and veteran, or have family with you who will be attending, please find the veteran registration form on our website – www.discoverlbts.com/events and return to Town Hall so that we can thank you personally for your service. Vice Mayor Strauss, our event chair this year, along with the rest of the Commission and Town Staff, invite everyone to please join us as we mark this

occasion.

2. Update on our Town Website and App

The Town has been working with our website host to update the website to make it more user-friendly. These updates will be launched in December. Additionally, we are near completion with the Town app that will allow residents to seamlessly communicate issues with Staff. We are hoping for a December launch for the app as well.

3. Waste Management Disposal of Bulk and C&D Agreement Renewal

For approved contracts that include a renewal option, the Town's Purchasing manual allows me to renew a contract after informing the Commission of that intent. Therefore, per section J.4 of the purchasing manual, I am exercising this ability for Waste Management. This is the first one-year extension with eight, one-year extensions remaining. The original agreement, vendors insurance, and renewal are attached as a part of my report.

4. Town Topics - mailed?

The Town emailed the October - December Town Topics to our list of 2,900 residents and guests that signed up to receive town emails; included the link in our social media and posted it on the Town's website. We have also printed and mailed an additional 386 copies for those who requested a paper copy sent to them and have 50 additional copies that are available at Town hall and the Visitor Center. The cost to complete this is \$1200 per quarter or \$4,800 annually/\$3,600 for the remainder of this fiscal year. At the last Commission meeting, Mayor Malkoon inquired about resuming mailing to all residential households. To do this, the cost to print and mail Town Topics is \$7,050 per quarter - an impact to the budget of \$21,150 for the remaining three Town Topic editions of FY25 or \$28,200 if you would like to mail all four editions.

Commission Direction: Provide staff direction regarding the mailing of Town Topics. If it is approved, staff will bring a budget amendment for Commission consideration with the funds being transferred from Contingency.

5. Insurance Update

I believe there is always room for improvement, and Town operations are no exception. This year, we have made several administrative advancements. We implemented JustFOIA to enhance the tracking and response process for public records requests, improved our Community Center registration system, and introduced an online option for residents to apply for parking passes. These initiatives not only streamline our record-keeping but also align with our paperless initiative.

Last week, we launched another phase of administrative improvements by establishing a process to better monitor insurance requirements and ensure contract compliance. I directed Staff to include proper proof of insurance as an exhibit for each contract before seeking contract approval from the Commission. While there may be exceptions, this requirement will give the Commission confidence that insurance is in place at the time of approval. We are working on additional improvements to our insurance monitoring system, and we will keep you updated as improvements are implemented.

6. Public Safety Building

Staff has been working diligently towards gathering information necessary for the Commission to make an informed decision regarding the approval of a new Public Safety Building. Before we schedule this item on the agenda for discussion, we would like to revise the facility assessment data that was developed as part of our 2020 VFD assessment, further refine the cost estimates and have the Commission tour the current facilities. Staff understands the urgency to bring this item forward but without accurate data we cannot have a meaningful dialogue. As we gather the information, we will ask the Commission to schedule a workshop to discuss.

7. Election

Please remember to vote in the election on November 5th. The Town's polling locations continue to include Town Hall and Assumption Catholic Church. On a local level, we do not have any candidates running for Town positions, however there is a ballot initiative regarding changing the local election from March to November.

8. Upcoming Meetings

Meeting Date	Type	Time
October 24	Code Compliance	5:00 PM
November 12	Commission Meeting	6:30 PM
November 21	Code Compliance	5:00 PM
December 4	Planning and Zoning Board	6:00 PM

Recommendation:

Exhibits:

1. WM Renewal

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

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

WITNESSETH:

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

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

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

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

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

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

ARTICLE 1
INTRODUCTION AND SCOPE OF SERVICES

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

ARTICLE 2

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

Day means one calendar day unless otherwise defined.

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

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

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

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

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

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

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

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

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

ARTICLE 3 **DISPOSAL SERVICES**

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

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

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

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

ARTICLE 4 **TERM OF AGREEMENT**

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

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

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

ARTICLE 5 **SERVICE CHARGES**

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

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

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

5.2 *Payment procedure.*

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

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

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

ARTICLE 6
OPERATION OF FACILITIES

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

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

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

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

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

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

ARTICLE 7 **TITLE/ACCEPTANCE**

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

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

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

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

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

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

ARTICLE 8 **DEFAULT AND TERMINATION**

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

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

ARTICLE 9 **INSURANCE**

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

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

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

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

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

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

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

ARTICLE 10
INDEMNITY

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

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

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

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

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

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

ARTICLE 11 **FORCE MAJEURE**

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

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

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

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

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

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

ARTICLE 12

REPRESENTATIONS AND WARRANTIES

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

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

ARTICLE 13

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Addresses of the parties are as follows:

FOR TOWN OF LAUDERDALE-BY-THE-SEA:

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

Copy to:

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

FOR CONTRACTOR:

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

Copy to:

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

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

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

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

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

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

ARTICLE 14 **SCRUTINIZED COMPANIES**

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

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

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

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

ARTICLE 15
E-VERIFY

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

15.1 Definitions for this Section:

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

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

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

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

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

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

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

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

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

ARTICLE 16

ETHICS

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

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

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

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

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Coleen Houlihan

Witness
Coleen Houlihan

Printed Name

Alexis Alsina

Witness
Alexis Alsina
Printed Name

WASTE MANAGEMENT INC. OF FLORIDA,

By: David M. Myhan

David M. Myhan

President

Title

Date of Request

Witnesses:

Karen Gates
Karen Gates

Sue Courtade
SUE COURTADE

TOWN OF LAUDERDALE-BY-THE-SEA

By: Chris Vincent
CHRIS VINCENT, MAYOR

By: Linda Connors
LINDA CONNORS, TOWN MANAGER

Attest:

(SEAL)

Katrina Adler

KATRINA ADLER, TOWN CLERK

Dated: 2/12/2024 | 8:20 AM PST

Approved by:

Susan L. Trevarthen

SUSAN L. TREVARTHEN
TOWN ATTORNEY





CERTIFICATE OF LIABILITY INSURANCE

1/1/2025

DATE (MM/DD/YYYY)

12/13/2023

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).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED 1306000 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT INC. OF FLORIDA 1800 NORTH MILITARY TRAIL, SUITE 201 BOCA RATON FL 33431	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: Indemnity Insurance Co of North America INSURER C: ACE Fire Underwriters Insurance Company INSURER D: ACE Property and Casualty Insurance Company INSURER E: INSURER F:	NAIC # 22667 43575 20702 20699

COVERAGES **CERTIFICATE NUMBER:** 15782429 **REVISION NUMBER:** XXXXXXXX

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU INCLUDED ☒ ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	HDO G48902339	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ MCS-90	Y	Y	MMT H10822294	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y	Y	XEU G27929242 009	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y N/A	WLR C55517010 (AOS) WLR C55516881 (AZ,CA & MA) SCF C55517083 (WI)	1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H10822233	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. 30 DAY NOTICE OF CANCELLATION IS INCLUDED ON THE POLICIES.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

15782429
TOWN OF LAUDERDALE-BY-THE-SEA
4501 NORTH OCEAN DRIVE
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

FIRST AMENDMENT TO THE DISPOSAL AGREEMENT BETWEEN
WASTE MANAGEMENT INC. OF FLORIDA AND THE TOWN OF LAUDERDALE BY THE SEA

This First Amendment to the Disposal Agreement is made as of October __, 2024 by and between Waste Management Inc. of Florida, a Florida corporation located at 1800 N. Military Trail, Suite 201, Boca Raton, FL 33431("WM"), and the Town of Lauderdale by the Sea, Florida, a municipal corporation ("Town").

WHEREAS, WM entered into a Disposal Agreement with the Town on February 12, 2024 (the "Agreement"); and

WHEREAS, WM and the Town wish to exercise a one (1) year-renewal option as per the terms and conditions of the Agreement; and

NOW, THEREFORE, in consideration of the material covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term – The term of the Agreement shall be extended for one (1) year and continue to January 23, 2026. Upon expiration of this renewal term, this Agreement may be renewed for up to eight, (8) additional one (1) year terms by mutual written agreement of the parties.
2. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, WM acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.
3. Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, WM acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.
4. Except as modified herein, the original Agreement shall remain in full force and effect.

TOWN OF LAUDERDALE BY THE SEA, a
Florida municipal corporation

By: _____
Town Manager

Attest:

Town Clerk

Approved as to form:

Town Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024 by _____ **as Town Manager of the Town of Lauderdale by the Sea**, who are personally known to me or have produced _____ as identification.

NOTARY PUBLIC

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

WASTE MANAGEMENT INC. OF FLORIDA

Attest:

Lisa P. Silva, Asst. Sec.

By: _____
David M. Myhan, President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024 by **David M. Myhan as President of Waste Management Inc. of Florida City**, who is personally known to me.

Commission Number

NOTARY PUBLIC

**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with the Town is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and the Town, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed 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

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the Town may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Town which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed 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



Agenda Item No: 8.b.

Town Commission Agenda Item Report

Meeting Date: October 22, 2024

Submitted By: Lucila Lang, Finance Director

Submitting Department: Finance

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: August 2024 Finance Report

Explanation: Presented is the August 2024 financial report which consists of the attached Revenue/Expenditure Report (Exhibit 2) and the Cash & Investment Report (Exhibit 3). At the end of August, the Town was 91.67% through the fiscal year.

Recommendation: Provide staff direction regarding an additional line of credit.

Exhibits:

1. Finance Report August 2024
2. Revenue Expenditure Report August 2024
3. Cash & Investment Report

The following is a summary of the operating results through 8/31/24:

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	\$ 16,862,760.66	102.74%	\$ 14,116,921.07	86.01%	\$ 2,745,839.59
Building Fund	\$ 1,253,593.00	\$ 115,000.00	\$ 1,138,593.00	\$ 1,778,951.18	156.24%	\$ 1,242,106.62	109.09%	\$ 536,844.56
Sewer Fund	\$ 1,707,217.00	\$ 100,000.00	\$ 1,607,217.00	\$ 1,036,547.99	64.49%	\$ 1,287,247.05	80.09%	\$ (250,699.06)
Fire Fund	\$ 1,372,000.00	\$ 198,985.00	\$ 1,173,015.00	\$ 1,256,595.06	107.13%	\$ 952,857.95	81.23%	\$ 303,737.11
Capital Fund	\$ 4,176,905.00	\$ 2,171,905.00	\$ 2,005,000.00	\$ 3,264,291.92	162.81%	\$ 2,761,891.37	66.12%	\$ 502,400.55
Parking Fund	\$ 3,961,895.00	\$ 800,000.00	\$ 3,161,895.00	\$ 3,774,818.11	119.38%	\$ 3,464,870.70	87.45%	\$ 309,947.41
Grand Total	\$ 29,393,754.00	\$ 3,895,416.00	\$ 25,498,338.00	\$ 27,973,964.92		\$ 23,825,894.76		\$ 4,148,070.16

Notable items this month are as follows:

General Fund:

- Through the month of August, the Town has received a total of \$12,748,903.56 or 101.58% of Ad Valorem Property Taxes of budgeted amount.
- Overall General Fund revenues and expenditures are within budget.

Building Fund:

- Building Permit Fees are at 164.08% of the budgeted amount.
- Fund expenditures correlate with the revenues and through this period CAP has billed the Town for 9 months of their services bringing Building Permit Services to 115.60%; expenses are within budget.

Sewer Fund:

- Sewer Fund revenues are approximately 35% below expectations; expenses are within budget. This difference will be covered by the current fund balance. For FY25 it is recommended that sewer rates be reviewed.

Fire Fund:

- Revenues and expenditures are within budget.

Capital Project Fund:

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

AUGUST, 2024 REPORT INFORMATION					
CIP Projects	Budget	YTD Expenditures	August Expenditures	% Completion	Comments
75th Anniversary Art Installation	\$ 125,000.00	\$ 3,100.00	\$ 3,100.00	2.48%	Payments made to Avrom & Associates and Architectural Alliance.
Downtown Enhancement	\$ 2,000,000.00	\$ 1,852,737.52	\$ (56.44)	92.64%	Project completed.
Opticome Emergency Vehicle System	\$ 75,000.00	\$ -	\$ -	0.00%	No activity for the month of August.
Bel-Air-Seawall Repair	\$ 366,678.00	\$ 342,310.30	\$ -	93.35%	Project completed.
Canal Dredging	\$ 75,000.00	\$ 50,426.51	\$ -	67.24%	Project completed.
Storm Water Rate Study	\$ 65,000.00	\$ -	\$ -	0.00%	No activity for the month of August.
Beach Renourishment	\$ 116,667.00	\$ 116,967.62	\$ -	100.26%	Project completed.
Pedestrian Amenities	\$ 75,000.00	\$ 71,624.55	\$ (338.63)	95.50%	Project completed.
Friedt Park	\$ 700,000.00	\$ -	\$ -	0.00%	No activity for the month of August.
El Mar Drive	\$ 300,000.00	\$ 191,931.44	\$ 90,947.64	63.98%	Payment made to The Paving Lady, Inc.
Entry Feature & Traffic Calm	\$ 150,000.00	\$ 26,647.31	\$ 416.13	17.76%	Payment made to Baxter & Woodman.
Totals:	\$ 4,048,345.00	\$ 2,655,745.25	\$ 94,068.70		

Parking Fund:

- Parking revenues are 110.23% of budgeted amount. As shown in the chart below, revenues for the month of August were 14.68% lower when compared to August, 2023.
- Expenditures are within expectations.

The chart below shows a breakdown of revenue by lots:

	April, 2024		May, 2024		June, 2024		July, 2024		August, 2024	
South Ocean	\$ 35,874.55	\$ 6,214.35	\$ 26,793.03	\$ 14,896.88	\$ 18,443.42	\$ 301.12	\$ 29,045.28	\$ 2,294.32	\$ 18,510.64	\$ (4,852.68)
Ocean Front Meters	\$ 52,676.26	\$ 13,758.06	\$ 45,410.24	\$ (25,707.98)	\$ 41,186.17	\$ (2,725.95)	\$ 54,487.50	\$ 4,705.01	\$ 43,724.05	\$ 2,293.33
Commercial Blvd. Meters	\$ 13,467.58	\$ 4,118.75	\$ 10,676.00	\$ (1,435.88)	\$ 7,692.70	\$ (1,300.40)	\$ 9,617.65	\$ 1,525.61	\$ 9,771.40	\$ 509.85
Parking Meters-Beach	\$ 26,081.83	\$ 5,909.32	\$ 22,871.42	\$ (2,449.25)	\$ 16,200.56	\$ (2,939.38)	\$ 26,446.35	\$ 3,378.94	\$ 17,902.33	\$ (3,793.09)
Palm Portal-FDG	\$ 11,934.43	\$ (586.12)	\$ 16,561.88	\$ 324.49	\$ 11,816.00	\$ 66.20	\$ 17,589.68	\$ 1,624.77	\$ 11,800.50	\$ (2,866.93)
El Prado Parking Lot	\$ 84,689.20	\$ 24,148.09	\$ 62,871.50	\$ (7,627.54)	\$ 36,881.40	\$ (8,364.81)	\$ 65,122.70	\$ 9,235.30	\$ 42,209.18	\$ (16,265.03)
Town Hall Parking Lot	\$ 5,762.54	\$ 2,204.98	\$ 5,438.15	\$ 647.71	\$ 1,424.72	\$ (79.97)	\$ 2,639.37	\$ (1,535.92)	\$ 1,301.17	\$ (349.91)
El Mar Parking Lot	\$ 30,464.69	\$ 7,474.11	\$ 25,889.63	\$ (5,370.42)	\$ 21,619.84	\$ (1,018.80)	\$ 28,420.92	\$ 3,706.33	\$ 24,601.42	\$ (190.49)
A1A Parking Lot	\$ 81,744.73	\$ 13,334.02	\$ 66,909.43	\$ (5,654.80)	\$ 42,469.63	\$ (4,297.09)	\$ 67,068.47	\$ 4,031.80	\$ 47,597.98	\$ (11,522.48)
Bougainvillea/Poinciana	\$ 36,781.20	\$ 9,996.02	\$ 28,725.75	\$ 984.28	\$ 17,525.43	\$ (669.10)	\$ 26,515.76	\$ 2,832.89	\$ 17,506.18	\$ (3,369.83)
Monthly Total:	\$ 379,477.01		\$ 312,147.03		\$ 215,259.87		\$ 326,953.68		\$ 234,924.85	
Difference from last year \$:	\$ 86,571.58		\$ (31,392.51)		\$ (21,028.18)		\$ 31,799.05		\$ (40,407.26)	
Difference from last year %:	29.56%		-9.14%		-8.90%		10.77%		-14.68%	

The top producing lots for the month of August 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, OneParking and RTR Financial Services, Inc. RTR is a collection agency assisting with past due uncollected parking fines.

Parking Fines	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024
	\$ 21,610.69	\$ 33,075.04	\$ 30,516.50	\$ 30,920.89	\$ 45,304.15	\$ 29,760.20

Collections for August include \$4,282.35 collected by RTR Financial Services.

Line of Credit:

Following the Commission's direction, Town staff has explored potential line of credit options so that we have additional funds that can be used during an emergency.

We have requested terms from two financial institutions. The table below outlines the terms from our current banking partner, Truist. As of this posting, we are still awaiting information from SouthState Bank, which we anticipate receiving by the Commission meeting on October 22, 2024.

LENDER	BORROWER	DESCRIPTION	REPAYMENT	BANK FEES	INTEREST RATE	AMOUNT	ANNUAL COST TO TOWN
Truist	Town of Lauderdale-By-The-Sea	Revolving Line of Credit for emergency use.	Interest payable monthly. Principal at maturity	Waived: \$5,400- Unused Fee \$4,000- Origination Fee	One-Month Term SOFR + 1.50%	\$2M	\$7,500
						\$4M	\$12,500

Notes:

- Funding: Revolving Line of Credit may be drawn down, repaid in whole or in part, and drawn again at the Authority's option from time to time, but limited to no more than 1 draw per month and for an amount of no less than \$100,000.

"SOFR" = the Secured Overnight Financing Rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or successor administrator) on the Federal Reserve Bank of New York's website. Lender will allow prepayment without any penalty at any time. As a point of reference October rates were in the range of 6.3 to 6.5.

Commission Action Requested: Provide staff direction regarding an additional line of credit. This is an unbudgeted item. Staff would use contingency budget which has an allocation of \$190,000.



Lauderdale-By-The-Sea, FL

Budget Report Account Summary

For Fiscal: 2023-2024 Period Ending: 08/31/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
Department: 000000 - Assigned						
001-000000-380200 Appropriated Fund Balance	509,526.00	509,526.00	0.00	0.00	-509,526.00	0.00 %
Department: 000000 - Assigned Total:	509,526.00	509,526.00	0.00	0.00	-509,526.00	0.00%
Department: 301000 - Ad Valorem Property Taxes						
001-301000-311100 Ad Valorem Property Taxes	12,550,550.00	12,550,550.00	2,972.06	12,748,903.56	198,353.56	101.58 %
Department: 301000 - Ad Valorem Property Taxes Total:	12,550,550.00	12,550,550.00	2,972.06	12,748,903.56	198,353.56	101.58%
Department: 301100 - Utility Taxes						
001-301100-311101 Fpl Utility Tax	966,700.00	966,700.00	98,497.83	904,877.22	-61,822.78	93.60 %
001-301100-311440 Gas Utility Tax	22,000.00	22,000.00	1,278.25	18,596.69	-3,403.31	84.53 %
001-301100-314300 Water Utility Tax	182,000.00	182,000.00	10,968.71	166,895.95	-15,104.05	91.70 %
Department: 301100 - Utility Taxes Total:	1,170,700.00	1,170,700.00	110,744.79	1,090,369.86	-80,330.14	93.14%
Department: 301600 - Francise Taxes						
001-301600-313100 Fl Power & Light Franchise	663,000.00	663,000.00	73,857.34	635,865.94	-27,134.06	95.91 %
001-301600-313300 Waste Franchise Collection	156,999.00	156,999.00	14,945.81	132,223.07	-24,775.93	84.22 %
001-301600-313301 Waste Franchise Adm-fee	9,000.00	9,000.00	0.00	0.00	-9,000.00	0.00 %
001-301600-313400 Gas Franchise	22,000.00	22,000.00	1,055.46	18,652.22	-3,347.78	84.78 %
001-301600-313600 Towing Franchise Fees	800.00	800.00	0.00	0.00	-800.00	0.00 %
Department: 301600 - Francise Taxes Total:	851,799.00	851,799.00	89,858.61	786,741.23	-65,057.77	92.36%
Department: 302000 - Licenses & Permits						
001-302000-321100 Business License Taxes	100,000.00	100,000.00	2,600.86	95,561.08	-4,438.92	95.56 %
001-302000-321110 Sidewalk Cafe Row	40,000.00	40,000.00	8,135.00	55,945.26	15,945.26	139.86 %
001-302000-322150 Miscellaneous Permits	500.00	500.00	50.00	873.16	373.16	174.63 %
001-302000-322250 Zoning Permit & Fees	2,500.00	2,500.00	120.00	440.00	-2,060.00	17.60 %
001-302000-322400 Sign Permits	2,000.00	2,000.00	90.00	800.00	-1,200.00	40.00 %
Department: 302000 - Licenses & Permits Total:	145,000.00	145,000.00	10,995.86	153,619.50	8,619.50	105.94%
Department: 303000 - Intergovernmental Revenues						
001-303000-311120 Municipal Revenue Sharing	180,000.00	180,000.00	29,269.81	205,892.50	25,892.50	114.38 %
001-303000-311150 Alcoholic Beverage License	16,700.00	16,700.00	0.00	10,335.92	-6,364.08	61.89 %
001-303000-311180 Sales Tax	500,000.00	500,000.00	38,192.60	420,912.22	-79,087.78	84.18 %
001-303000-312410 Local Op Gas Tax 1 - 6 Cent	67,500.00	67,500.00	5,251.21	55,705.37	-11,794.63	82.53 %
001-303000-312420 Local Op Gas Tax 2 - 5 Cent	48,000.00	48,000.00	3,585.55	39,181.13	-8,818.87	81.63 %
001-303000-315100 Communication Service Tax	325,000.00	325,000.00	23,588.16	244,455.13	-80,544.87	75.22 %
001-303000-334915 Fdot-reimbursable Grant	34,384.00	34,384.00	0.00	0.00	-34,384.00	0.00 %
Department: 303000 - Intergovernmental Revenues Total:	1,171,584.00	1,171,584.00	99,887.33	976,482.27	-195,101.73	83.35%
Department: 304000 - Charges for Services						
001-304000-343902 Site Plan Application Fees	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %
001-304000-347500 Tennis - Shuffle Key	12,850.00	12,850.00	250.00	13,100.00	250.00	101.95 %
Department: 304000 - Charges for Services Total:	14,850.00	14,850.00	250.00	13,100.00	-1,750.00	88.22%
Department: 305000 - Fines & Forfeitures						
001-305000-354150 Fines,trafficviolation,citatio	32,000.00	32,000.00	2,458.51	34,716.58	2,716.58	108.49 %
001-305000-354160 Code Enforcement Fines	25,000.00	25,000.00	2,850.00	79,685.00	54,685.00	318.74 %
001-305000-359100 Other Fines & Alarms	3,000.00	3,000.00	0.00	0.00	-3,000.00	0.00 %
Department: 305000 - Fines & Forfeitures Total:	60,000.00	60,000.00	5,308.51	114,401.58	54,401.58	190.67%
Department: 306000 - Miscellaneous Revenues						
001-306000-361100 Interest Earnings	25,000.00	25,000.00	69,094.40	581,185.35	556,185.35	2,324.74 %
001-306000-362000 Rent/lease Royalties	120,000.00	120,000.00	0.00	116,400.00	-3,600.00	97.00 %
001-306000-365400 Recycling Revenue	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
001-306000-366100 Donations	10,000.00	10,000.00	0.00	17,471.00	7,471.00	174.71 %
001-306000-369100 Miscellaneous Revenues	101,135.00	101,135.00	3,944.77	56,087.12	-45,047.88	55.46 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 08/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-306000-369200	Miscellaneous Applications	15,000.00	15,000.00	1,000.00	5,735.00	-9,265.00	38.23 %
001-306000-369201	Miscellaneous Merchandisesales	5,000.00	5,000.00	1.00	5,797.12	797.12	115.94 %
001-306000-369250	Recreational Activities Fee	1,500.00	1,500.00	735.00	20,062.60	18,562.60	1,337.51 %
001-306000-369500	miscellaneous Lobbyist	500.00	500.00	0.00	550.00	50.00	110.00 %
001-306000-369901	Insurance Reimbursement	15,000.00	15,000.00	0.00	25,854.47	10,854.47	172.36 %
Department: 306000 - Miscellaneous Revenues Total:		298,135.00	298,135.00	74,775.17	829,142.66	531,007.66	278.11%
Department: 511000 - Commission							
001-511000-500110	Commission Salaries	122,556.00	122,556.00	6,529.24	75,226.09	47,329.91	61.38 %
001-511000-500210	Employer Fica Taxes	9,491.00	9,491.00	487.56	5,359.34	4,131.66	56.47 %
001-511000-500220	Retirement	55,124.00	55,124.00	7,662.74	47,791.61	7,332.39	86.70 %
001-511000-500230	Group Insurance	80,000.00	80,000.00	2,144.42	51,423.40	28,576.60	64.28 %
001-511000-500345	Contractual Services	7,300.00	7,300.00	131.25	4,832.75	2,467.25	66.20 %
001-511000-500510	Office Supplies	1,500.00	1,500.00	0.00	1,133.80	366.20	75.59 %
001-511000-500512	Elections	20,000.00	20,000.00	0.00	5,399.42	14,600.58	27.00 %
001-511000-500540	Dues & Subscriptions	3,000.00	3,000.00	1,375.72	2,283.72	716.28	76.12 %
001-511000-500545	Training	6,000.00	6,000.00	546.88	9,526.79	-3,526.79	158.78 %
001-511000-500550	Operating Expenses	15,200.00	15,200.00	541.90	16,782.65	-1,582.65	110.41 %
Department: 511000 - Commission Total:		320,171.00	320,171.00	19,419.71	219,759.57	100,411.43	68.64%
Department: 511100 - Donation-Non Profits							
001-511100-500820	Donations-aids To Private Org	66,500.00	66,500.00	0.00	66,500.00	0.00	100.00 %
Department: 511100 - Donation-Non Profits Total:		66,500.00	66,500.00	0.00	66,500.00	0.00	100.00%
Department: 511200 - Visitor Center							
001-511200-500120	Regular Salaries	76,967.00	76,967.00	2,562.79	32,295.53	44,671.47	41.96 %
001-511200-500210	Employer Fica Taxes	5,966.00	5,966.00	196.07	2,470.63	3,495.37	41.41 %
001-511200-500220	Retirement	13,130.00	13,130.00	671.67	4,712.69	8,417.31	35.89 %
001-511200-500230	Group Insurance	3,000.00	3,000.00	0.00	4,078.94	-1,078.94	135.96 %
001-511200-500340	Sewer/wastewater	4,200.00	4,200.00	-20.40	2,871.07	1,328.93	68.36 %
001-511200-500345	Contractual Services	10,000.00	10,000.00	202.59	415.09	9,584.91	4.15 %
001-511200-500430	Electric Service	2,000.00	2,000.00	120.22	1,220.63	779.37	61.03 %
001-511200-500431	Water Service	5,050.00	5,050.00	-31.39	4,070.12	979.88	80.60 %
001-511200-500463	Service Maintenance Contracts	3,000.00	3,000.00	83.50	1,289.75	1,710.25	42.99 %
001-511200-500495	Special Events	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
001-511200-500506	Printing & Binding	5,775.00	5,775.00	1,766.50	1,912.78	3,862.22	33.12 %
001-511200-500520	Bldg. Maintenance	10,000.00	10,000.00	187.50	1,340.31	8,659.69	13.40 %
001-511200-500550	Operating Expenses	8,050.00	8,050.00	376.18	2,554.43	5,495.57	31.73 %
Department: 511200 - Visitor Center Total:		148,638.00	148,638.00	6,115.23	59,231.97	89,406.03	39.85%
Department: 513000 - Administration							
001-513000-500120	Regular Salaries	633,527.00	633,527.00	54,613.66	600,575.97	32,951.03	94.80 %
001-513000-500140	Overtime Salaries	4,000.00	4,000.00	196.86	5,033.13	-1,033.13	125.83 %
001-513000-500210	Employer Fica Taxes	48,962.00	48,962.00	4,049.39	41,968.91	6,993.09	85.72 %
001-513000-500220	Retirement	147,570.00	147,570.00	28,230.13	168,744.86	-21,174.86	114.35 %
001-513000-500230	Group Insurance	135,000.00	135,000.00	9,007.29	107,863.17	27,136.83	79.90 %
001-513000-500315	Professional Services	34,500.00	34,500.00	0.00	1,700.00	32,800.00	4.93 %
001-513000-500320	Audit Expense	47,000.00	47,000.00	0.00	36,500.00	10,500.00	77.66 %
001-513000-500344	Hr Expenses	5,000.00	5,000.00	0.00	1,312.44	3,687.56	26.25 %
001-513000-500345	Contractual Services	52,900.00	52,900.00	5,062.19	59,383.41	-6,483.41	112.26 %
001-513000-500463	Service Maintenance Contracts	53,973.00	53,973.00	882.02	43,169.47	10,803.53	79.98 %
001-513000-500506	Printing & Binding	4,200.00	4,200.00	0.00	1,091.90	3,108.10	26.00 %
001-513000-500508	Postage	6,500.00	6,500.00	500.00	5,869.37	630.63	90.30 %
001-513000-500510	Office Supplies	8,000.00	8,000.00	1,924.47	11,324.46	-3,324.46	141.56 %
001-513000-500525	Uniform Expense	500.00	500.00	0.00	529.89	-29.89	105.98 %
001-513000-500540	Dues & Subscriptions	9,675.00	9,675.00	0.00	5,292.30	4,382.70	54.70 %
001-513000-500545	Training	22,000.00	22,000.00	0.00	11,916.65	10,083.35	54.17 %
001-513000-500550	Operating Expenses	23,750.00	23,750.00	0.25	24,927.44	-1,177.44	104.96 %
Department: 513000 - Administration Total:		1,237,057.00	1,237,057.00	104,466.26	1,127,203.37	109,853.63	91.12%
Department: 514000 - Town Attorney							
001-514000-500310	Legal Expense	360,000.00	360,000.00	24,113.48	234,259.33	125,740.67	65.07 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 08/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-514000-500314	Litigation	98,000.00	98,000.00	0.00	2,121.40	95,878.60	2.16 %
Department: 514000 - Town Attorney Total:		458,000.00	458,000.00	24,113.48	236,380.73	221,619.27	51.61%
Department: 519000 - General							
001-519000-500220	Retirement	0.00	0.00	-737.74	0.00	0.00	0.00 %
001-519000-500311	Advertisements	7,500.00	7,500.00	0.00	1,712.69	5,787.31	22.84 %
001-519000-500315	Professional Services	260,500.00	260,500.00	30,062.45	230,090.59	30,409.41	88.33 %
001-519000-500345	Contractual Services	100,700.00	100,700.00	1,250.00	52,718.09	47,981.91	52.35 %
001-519000-500349	Community Mobility Services	250,000.00	250,000.00	39,468.48	217,076.64	32,923.36	86.83 %
001-519000-500451	Auto, Property & Liability Ins	279,500.00	279,500.00	0.00	248,189.66	31,310.34	88.80 %
001-519000-500452	Workers Compensation Insur	82,000.00	82,000.00	0.00	50,067.00	31,933.00	61.06 %
001-519000-500463	Service Maintenance Contracts	22,000.00	22,000.00	0.00	16,754.39	5,245.61	76.16 %
001-519000-500497	Contingency	100,000.00	100,000.00	-21,808.24	28,191.76	71,808.24	28.19 %
001-519000-500525	Uniform Expense	225.00	225.00	0.00	0.00	225.00	0.00 %
001-519000-500550	Operating Expenses	92,000.00	92,000.00	1,852.19	52,301.61	39,698.39	56.85 %
001-519000-500552	Recycling And Solid Waste Exp	60,000.00	60,000.00	3,724.96	45,009.96	14,990.04	75.02 %
Department: 519000 - General Total:		1,254,425.00	1,254,425.00	53,812.10	942,112.39	312,312.61	75.10%
Department: 519100 - Tourism and Community Outreach							
001-519100-500120	Regular Salaries	139,769.00	139,769.00	5,436.54	60,892.46	78,876.54	43.57 %
001-519100-500140	Overtime Salaries	5,000.00	5,000.00	0.00	715.65	4,284.35	14.31 %
001-519100-500210	Employer Fica Taxes	11,113.00	11,113.00	416.18	4,716.27	6,396.73	42.44 %
001-519100-500220	Retirement	19,713.00	19,713.00	2,219.74	9,039.03	10,673.97	45.85 %
001-519100-500230	Group Insurance	30,000.00	30,000.00	1,024.72	13,530.47	16,469.53	45.10 %
001-519100-500311	Advertisements	23,000.00	23,000.00	0.00	7,670.00	15,330.00	33.35 %
001-519100-500315	Professional Services	60,000.00	60,000.00	0.00	2,199.83	57,800.17	3.67 %
001-519100-500345	Contractual Services	6,524.00	6,524.00	0.00	-585.40	7,109.40	-8.97 %
001-519100-500347	Programs	10,300.00	10,300.00	0.00	7,170.24	3,129.76	69.61 %
001-519100-500495	Special Events	240,800.00	240,800.00	6,854.15	169,934.00	70,866.00	70.57 %
001-519100-500506	Printing & Binding	12,000.00	12,000.00	1,438.00	8,022.30	3,977.70	66.85 %
001-519100-500540	Dues & Subscriptions	2,800.00	2,800.00	0.00	2,192.75	607.25	78.31 %
001-519100-500545	Training	0.00	0.00	101.15	101.15	-101.15	0.00 %
001-519100-500550	Operating Expenses	1,250.00	1,250.00	79.98	171.04	1,078.96	13.68 %
Department: 519100 - Tourism and Community Outreach Total:		562,269.00	562,269.00	17,570.46	285,769.79	276,499.21	50.82%
Department: 521000 - Police Department							
001-521000-500141	Bso Overtime	80,000.00	80,000.00	0.00	76,283.45	3,716.55	95.35 %
001-521000-500345	Contractual Services	5,998,142.00	5,998,142.00	441,257.84	5,362,157.43	635,984.57	89.40 %
001-521000-500352	Contract Services	7,000.00	7,000.00	0.00	4,996.19	2,003.81	71.37 %
001-521000-500520	Bldg. Maintenance	2,000.00	2,000.00	0.00	607.34	1,392.66	30.37 %
001-521000-500550	Operating Expenses	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00 %
001-521000-500640	Capital Outlay - Equipt & Mach	12,000.00	12,000.00	0.00	9,788.84	2,211.16	81.57 %
Department: 521000 - Police Department Total:		6,106,142.00	6,106,142.00	441,257.84	5,453,833.25	652,308.75	89.32%
Department: 523000 - Emergency Medical Services							
001-523000-500345	Contractual Services	460,000.00	460,000.00	40,250.00	431,249.98	28,750.02	93.75 %
Department: 523000 - Emergency Medical Services Total:		460,000.00	460,000.00	40,250.00	431,249.98	28,750.02	93.75%
Department: 524000 - Development Services							
001-524000-500120	Regular Salaries	281,794.00	281,794.00	20,447.85	237,034.82	44,759.18	84.12 %
001-524000-500140	Overtime Salaries	7,000.00	7,000.00	229.87	829.70	6,170.30	11.85 %
001-524000-500210	Employer Fica Taxes	21,825.00	21,825.00	1,633.51	18,824.22	3,000.78	86.25 %
001-524000-500220	Retirement	56,454.00	56,454.00	9,947.56	58,212.81	-1,758.81	103.12 %
001-524000-500230	Group Insurance	71,000.00	71,000.00	4,135.84	52,771.79	18,228.21	74.33 %
001-524000-500315	Professional Services	55,000.00	55,000.00	894.00	7,861.29	47,138.71	14.29 %
001-524000-500345	Contractual Services	321,325.00	321,325.00	21,123.26	233,516.01	87,808.99	72.67 %
001-524000-500462	Fuel	0.00	0.00	356.36	923.66	-923.66	0.00 %
001-524000-500463	Service Maintenance Contracts	9,500.00	9,500.00	0.00	1,662.85	7,837.15	17.50 %
001-524000-500506	Printing & Binding	4,000.00	4,000.00	495.00	2,072.04	1,927.96	51.80 %
001-524000-500508	Postage	4,200.00	4,200.00	0.00	1,429.67	2,770.33	34.04 %
001-524000-500510	Office Supplies	3,200.00	3,200.00	2,699.65	3,473.26	-273.26	108.54 %
001-524000-500525	Uniform Expense	600.00	600.00	230.15	230.15	369.85	38.36 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 08/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-524000-500540	Dues & Subscriptions	6,000.00	6,000.00	0.00	1,620.88	4,379.12	27.01 %
001-524000-500545	Training	7,500.00	7,500.00	0.00	2,305.56	5,194.44	30.74 %
001-524000-500550	Operating Expenses	12,000.00	12,000.00	-1,929.84	11,488.11	511.89	95.73 %
Department: 524000 - Development Services Total:		861,398.00	861,398.00	60,263.21	634,256.82	227,141.18	73.63%
Department: 541100 - Mun Srvsc - Public Works Div							
001-541100-500120	Regular Salaries	1,071,315.00	1,071,315.00	78,663.35	843,422.53	227,892.47	78.73 %
001-541100-500140	Overtime Salaries	65,000.00	65,000.00	214.14	41,458.37	23,541.63	63.78 %
001-541100-500210	Employer Fica Taxes	83,103.00	83,103.00	6,171.11	69,352.42	13,750.58	83.45 %
001-541100-500220	Retirement	163,094.00	163,094.00	27,973.33	157,410.10	5,683.90	96.51 %
001-541100-500230	Group Insurance	285,000.00	285,000.00	20,027.91	235,756.36	49,243.64	82.72 %
001-541100-500315	Professional Services	50,000.00	50,000.00	6,752.00	41,552.96	8,447.04	83.11 %
001-541100-500340	Sewer/wastewater	18,000.00	18,000.00	-188.02	13,664.78	4,335.22	75.92 %
001-541100-500345	Contractual Services	744,800.00	744,800.00	23,172.50	473,693.51	271,106.49	63.60 %
001-541100-500410	Communications	60,000.00	60,000.00	8,435.42	71,426.94	-11,426.94	119.04 %
001-541100-500430	Electric Service	58,000.00	58,000.00	4,707.20	48,773.21	9,226.79	84.09 %
001-541100-500431	Water Service	180,000.00	180,000.00	-1,762.16	227,430.71	-47,430.71	126.35 %
001-541100-500433	Electric Service-streets	70,000.00	70,000.00	4,950.57	57,422.94	12,577.06	82.03 %
001-541100-500445	Equip Rent/lease	20,000.00	20,000.00	429.65	20,470.92	-470.92	102.35 %
001-541100-500460	Equipment Maintenance	40,000.00	40,000.00	4,103.57	47,469.68	-7,469.68	118.67 %
001-541100-500461	Vehicle Maintenance	20,000.00	20,000.00	599.70	43,014.48	-23,014.48	215.07 %
001-541100-500462	Fuel	60,000.00	60,000.00	6,577.92	32,256.54	27,743.46	53.76 %
001-541100-500463	Service Maintenance Contracts	21,000.00	21,000.00	1,366.09	29,653.19	-8,653.19	141.21 %
001-541100-500469	Buoy Maintenance	17,000.00	17,000.00	3,590.00	3,590.00	13,410.00	21.12 %
001-541100-500470	Radio Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
001-541100-500498	Storm Drain Rehab/maint	107,500.00	107,500.00	17,382.45	44,050.86	63,449.14	40.98 %
001-541100-500508	Postage	600.00	600.00	0.00	0.00	600.00	0.00 %
001-541100-500510	Office Supplies	1,500.00	1,500.00	0.00	445.44	1,054.56	29.70 %
001-541100-500520	Bldg. Maintenance	125,500.00	125,500.00	12,698.76	103,368.02	22,131.98	82.36 %
001-541100-500525	Uniform Expense	20,000.00	20,000.00	4,104.76	35,821.88	-15,821.88	179.11 %
001-541100-500529	Street Light Maintenance	55,000.00	55,000.00	1,193.77	28,781.97	26,218.03	52.33 %
001-541100-500530	Street Maint Repair Supply	100,000.00	100,000.00	8,361.02	51,873.85	48,126.15	51.87 %
001-541100-500531	Grounds Maint/landscaping	50,000.00	50,000.00	60.00	48,143.46	1,856.54	96.29 %
001-541100-500532	Signs	12,500.00	12,500.00	470.72	11,841.39	658.61	94.73 %
001-541100-500534	Sidewalk Maint Repair	12,500.00	12,500.00	15,847.98	16,111.98	-3,611.98	128.90 %
001-541100-500535	Flags	3,000.00	3,000.00	0.00	8,376.87	-5,376.87	279.23 %
001-541100-500536	Sea Oats	10,000.00	10,000.00	0.00	4,815.00	5,185.00	48.15 %
001-541100-500540	Dues & Subscriptions	2,285.00	2,285.00	500.00	2,405.00	-120.00	105.25 %
001-541100-500545	Training	8,000.00	8,000.00	0.00	1,838.95	6,161.05	22.99 %
001-541100-500547	Hurricane Expenditure	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
001-541100-500550	Operating Expenses	145,000.00	145,000.00	32,656.86	173,862.87	-28,862.87	119.91 %
001-541100-500624	Capital Outlay-bldg. Improvemt	68,000.00	68,000.00	2,703.00	2,703.00	65,297.00	3.98 %
001-541100-500640	Capital Outlay - Equipt & Mach	20,000.00	20,000.00	0.00	16,400.12	3,599.88	82.00 %
001-541100-500644	Capital Outlay-vehicles	53,447.00	53,447.00	4,077.11	50,818.16	2,628.84	95.08 %
Department: 541100 - Mun Srvsc - Public Works Div Total:		3,834,144.00	3,834,144.00	295,840.71	3,059,478.46	774,665.54	79.80%
Department: 572000 - Recreation							
001-572000-500342	Senior Rec. Ctr. Contract	110,000.00	110,000.00	8,272.08	98,267.95	11,732.05	89.33 %
001-572000-500463	Service Maintenance Contracts	2,400.00	2,400.00	147.92	1,962.19	437.81	81.76 %
001-572000-500510	Office Supplies	1,000.00	1,000.00	0.00	914.60	85.40	91.46 %
Department: 572000 - Recreation Total:		113,400.00	113,400.00	8,420.00	101,144.74	12,255.26	89.19%
Department: 581100 - Interfund Transfers							
001-581100-380102	Transfer From Bldg-oh Costs	100,000.00	100,000.00	50,000.00	100,000.00	0.00	100.00 %
001-581100-380115	Transfer From Fire - Oh Costs	50,000.00	50,000.00	25,000.00	50,000.00	0.00	100.00 %
001-581100-500910	Transfer To Cip Fund	1,500,000.00	1,500,000.00	750,000.00	1,500,000.00	0.00	100.00 %
Department: 581100 - Interfund Transfers Surplus (Deficit):		-1,350,000.00	-1,350,000.00	-675,000.00	-1,350,000.00	0.00	100.00%
Fund: 001 - General Fund Surplus (Deficit):		0.00	0.00	-1,351,736.67	2,745,839.59	2,745,839.59	0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 08/31/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 101 - Special Revenue-Police Conf						
Department: 521100 - Police Dept. Confiscated						
101-521100-500550 Operating Expenses	0.00	0.00	0.00	15,461.12	-15,461.12	0.00 %
Department: 521100 - Police Dept. Confiscated Total:	0.00	0.00	0.00	15,461.12	-15,461.12	0.00%
Fund: 101 - Special Revenue-Police Conf Total:	0.00	0.00	0.00	15,461.12	-15,461.12	0.00%
Fund: 102 - Building Fund						
Department: 000000 - Assigned						
102-000000-380200 Appropriated Fund Balance	115,000.00	115,000.00	0.00	0.00	-115,000.00	0.00 %
Department: 000000 - Assigned Total:	115,000.00	115,000.00	0.00	0.00	-115,000.00	0.00%
Department: 302100 - Building Permit and Inpection						
102-302100-322100 Building Permits	1,088,593.00	1,088,593.00	436,224.22	1,786,192.49	697,599.49	164.08 %
102-302100-322105 Fire Plan Review Fees	50,000.00	50,000.00	-23,383.25	-7,302.31	-57,302.31	14.60 %
102-302100-322106 Building Recording Fee	0.00	0.00	48.75	61.00	61.00	0.00 %
Department: 302100 - Building Permit and Inpection Total:	1,138,593.00	1,138,593.00	412,889.72	1,778,951.18	640,358.18	156.24%
Department: 524100 - Building						
102-524100-500120 Regular Salaries	113,896.00	113,896.00	8,203.33	91,177.36	22,718.64	80.05 %
102-524100-500210 Employer Fica Taxes	8,713.00	8,713.00	628.70	6,954.14	1,758.86	79.81 %
102-524100-500220 Retirement	26,984.00	26,984.00	1,968.33	20,872.84	6,111.16	77.35 %
102-524100-500230 Group Insurance	30,000.00	30,000.00	3,194.87	23,000.16	6,999.84	76.67 %
102-524100-500315 Professional Services	100,000.00	100,000.00	3,299.63	37,283.94	62,716.06	37.28 %
102-524100-500345 Contractual Services	70,000.00	70,000.00	2,360.20	33,573.40	36,426.60	47.96 %
102-524100-500402 Building Permit Services	800,000.00	800,000.00	218,239.23	924,773.75	-124,773.75	115.60 %
102-524100-500463 Service Maintenance Contracts	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
102-524100-500550 Operating Expenses	1,500.00	1,500.00	1,611.22	3,019.03	-1,519.03	201.27 %
102-524100-500640 Capital Outlay - Equipt & Mach	0.00	0.00	0.00	1,452.00	-1,452.00	0.00 %
102-524100-581001 Transfer To GF-OH Costs	100,000.00	100,000.00	50,000.00	100,000.00	0.00	100.00 %
Department: 524100 - Building Total:	1,253,593.00	1,253,593.00	289,505.51	1,242,106.62	11,486.38	99.08%
Fund: 102 - Building Fund Surplus (Deficit):	0.00	0.00	123,384.21	536,844.56	536,844.56	0.00%
Fund: 103 - Sewer Fund						
Department: 000000 - Assigned						
103-000000-380200 Appropriated Fund Balance	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
Department: 000000 - Assigned Total:	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00%
Department: 304000 - Charges for Services						
103-304000-343500 Sewer Fees	1,605,217.00	1,605,217.00	92,020.59	1,026,520.34	-578,696.66	63.95 %
Department: 304000 - Charges for Services Total:	1,605,217.00	1,605,217.00	92,020.59	1,026,520.34	-578,696.66	63.95%
Department: 306000 - Miscellaneous Revenues						
103-306000-361100 Interest Earnings	2,000.00	2,000.00	0.00	10,027.65	8,027.65	501.38 %
Department: 306000 - Miscellaneous Revenues Total:	2,000.00	2,000.00	0.00	10,027.65	8,027.65	501.38%
Department: 535000 - Sanitary Sewers						
103-535000-500120 Regular Salaries	107,528.00	107,528.00	7,782.82	89,576.89	17,951.11	83.31 %
103-535000-500140 Overtime Salaries	6,000.00	6,000.00	505.20	7,470.41	-1,470.41	124.51 %
103-535000-500210 Employer Fica Taxes	8,226.00	8,226.00	634.25	7,295.18	930.82	88.68 %
103-535000-500220 Retirement	22,213.00	22,213.00	2,245.29	19,640.58	2,572.42	88.42 %
103-535000-500230 Group Insurance	17,500.00	17,500.00	1,614.07	12,775.39	4,724.61	73.00 %
103-535000-500340 Sewer/wastewater	975,000.00	975,000.00	69,456.34	839,175.05	135,824.95	86.07 %
103-535000-500345 Contractual Services	60,000.00	60,000.00	916.03	9,409.42	50,590.58	15.68 %
103-535000-500430 Electric Service	28,000.00	28,000.00	1,169.12	20,367.89	7,632.11	72.74 %
103-535000-500431 Water Service	500.00	500.00	0.00	320.47	179.53	64.09 %
103-535000-500459 Sewer Line Maintenance	300,000.00	300,000.00	9,650.00	219,615.77	80,384.23	73.21 %
103-535000-500465 Pump Station Maintenance	3,000.00	3,000.00	0.00	3,600.00	-600.00	120.00 %
103-535000-500497 Contingency	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
103-535000-500506 Printing & Binding	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
103-535000-500550 Operating Expenses	2,250.00	2,250.00	0.00	0.00	2,250.00	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 08/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
103-535000-500630	Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	0.00	58,000.00	17,000.00	77.33 %
Department: 535000 - Sanitary Sewers Total:		1,707,217.00	1,707,217.00	93,973.12	1,287,247.05	419,969.95	75.40%
Fund: 103 - Sewer Fund Surplus (Deficit):		0.00	0.00	-1,952.53	-250,699.06	-250,699.06	0.00%
Fund: 115 - Fire Fund							
Department: 000000 - Assigned							
115-000000-380203	Appropriation From Fire Fund	198,985.00	198,985.00	0.00	0.00	-198,985.00	0.00 %
Department: 000000 - Assigned Total:		198,985.00	198,985.00	0.00	0.00	-198,985.00	0.00%
Department: 301050 - Fire Assessment							
115-301050-311200	Property Tax-fire Assessment	1,135,015.00	1,135,015.00	0.00	1,154,559.02	19,544.02	101.72 %
Department: 301050 - Fire Assessment Total:		1,135,015.00	1,135,015.00	0.00	1,154,559.02	19,544.02	101.72%
Department: 304000 - Charges for Services							
115-304000-342210	Fire Inspection Fees	37,000.00	37,000.00	356.00	93,772.73	56,772.73	253.44 %
Department: 304000 - Charges for Services Total:		37,000.00	37,000.00	356.00	93,772.73	56,772.73	253.44%
Department: 306000 - Miscellaneous Revenues							
115-306000-361100	Interest Earnings	1,000.00	1,000.00	0.00	8,213.31	7,213.31	821.33 %
115-306000-369100	Miscellaneous Revenues	0.00	0.00	0.00	50.00	50.00	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		1,000.00	1,000.00	0.00	8,263.31	7,263.31	826.33%
Department: 522000 - Fire Department							
115-522000-500315	Professional Services	74,000.00	74,000.00	538.60	19,715.31	54,284.69	26.64 %
115-522000-500345	Contractual Services	940,000.00	940,000.00	82,250.00	881,250.04	58,749.96	93.75 %
115-522000-500520	Bldg. Maintenance	2,000.00	2,000.00	0.00	1,892.60	107.40	94.63 %
115-522000-500624	Capital Outlay-bldg. Improvemt	306,000.00	306,000.00	0.00	0.00	306,000.00	0.00 %
115-522000-500912	Transfer To General Fund	50,000.00	50,000.00	25,000.00	50,000.00	0.00	100.00 %
Department: 522000 - Fire Department Total:		1,372,000.00	1,372,000.00	107,788.60	952,857.95	419,142.05	69.45%
Fund: 115 - Fire Fund Surplus (Deficit):		0.00	0.00	-107,432.60	303,737.11	303,737.11	0.00%
Fund: 300 - Capital Project Fund							
Department: 000000 - Assigned							
300-000000-380200	Appropriated Fund Balance	1,371,905.00	1,371,905.00	0.00	0.00	-1,371,905.00	0.00 %
300-000000-380204	Appropriated From El Mar Reser	300,000.00	300,000.00	0.00	0.00	-300,000.00	0.00 %
300-000000-380207	Appropriated From General Fund	500,000.00	500,000.00	0.00	0.00	-500,000.00	0.00 %
Department: 000000 - Assigned Total:		2,171,905.00	2,171,905.00	0.00	0.00	-2,171,905.00	0.00%
Department: 306000 - Miscellaneous Revenues							
300-306000-361100	Interest Earnings	5,000.00	5,000.00	0.00	8,104.13	3,104.13	162.08 %
300-306000-369100	Miscellaneous Revenues	0.00	0.00	53,003.00	756,187.79	756,187.79	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		5,000.00	5,000.00	53,003.00	764,291.92	759,291.92	15,285.84%
Department: 519000 - General							
300-519000-500120	Regular Salaries	82,530.00	82,530.00	5,936.06	67,715.51	14,814.49	82.05 %
300-519000-500210	Employer Fica Taxes	6,314.00	6,314.00	454.10	5,180.20	1,133.80	82.04 %
300-519000-500220	Retirement	23,216.00	23,216.00	1,669.86	18,947.69	4,268.31	81.61 %
300-519000-500230	Group Insurance	16,500.00	16,500.00	1,852.48	13,455.22	3,044.78	81.55 %
300-519000-500640	Capital Outlay - Equipt & Mach	0.00	0.00	508.50	847.50	-847.50	0.00 %
Department: 519000 - General Total:		128,560.00	128,560.00	10,421.00	106,146.12	22,413.88	82.57%
Department: 539100 - 75th Anniversary Art Installation							
300-539100-500630	Cap Outlay Imp other than bldg	125,000.00	125,000.00	3,100.00	3,100.00	121,900.00	2.48 %
Department: 539100 - 75th Anniversary Art Installation Total:		125,000.00	125,000.00	3,100.00	3,100.00	121,900.00	2.48%
Department: 541102 - Downtown Enhancement							
300-541102-500630	Cap Outlay Imp other than bldg	2,000,000.00	2,000,000.00	-56.44	1,852,737.52	147,262.48	92.64 %
Department: 541102 - Downtown Enhancement Total:		2,000,000.00	2,000,000.00	-56.44	1,852,737.52	147,262.48	92.64%
Department: 541103 - Opticome Emergency Vehicle System							
300-541103-500630	Cap Outlay Imp other than bldg	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00 %
Department: 541103 - Opticome Emergency Vehicle System Total:		75,000.00	75,000.00	0.00	0.00	75,000.00	0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 08/31/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 559025 - Bel Air - Sewall Repair - East						
300-559025-500630 Cap Outlay Imp Other Than Bldg	366,678.00	366,678.00	0.00	342,310.30	24,367.70	93.35 %
Department: 559025 - Bel Air - Sewall Repair - East Total:	366,678.00	366,678.00	0.00	342,310.30	24,367.70	93.35%
Department: 559026 - Canal Dredging						
300-559026-500630 Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	0.00	50,426.51	24,573.49	67.24 %
Department: 559026 - Canal Dredging Total:	75,000.00	75,000.00	0.00	50,426.51	24,573.49	67.24%
Department: 559027 - Storm Water Rate Study						
300-559027-500630 Cap Outlay Imp Other Than Bldg	65,000.00	65,000.00	0.00	0.00	65,000.00	0.00 %
Department: 559027 - Storm Water Rate Study Total:	65,000.00	65,000.00	0.00	0.00	65,000.00	0.00%
Department: 572200 - Beach Renourishment						
300-572200-500630 Cap Outlay Imp Other Than Bldg	116,667.00	116,667.00	0.00	116,967.62	-300.62	100.26 %
Department: 572200 - Beach Renourishment Total:	116,667.00	116,667.00	0.00	116,967.62	-300.62	100.26%
Department: 575201 - Pedestrian Amenities						
300-575201-500630 Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	-338.63	71,624.55	3,375.45	95.50 %
Department: 575201 - Pedestrian Amenities Total:	75,000.00	75,000.00	-338.63	71,624.55	3,375.45	95.50%
Department: 577100 - Friedt Park						
300-577100-500630 Cap Outlay Imp Other Than Bldg	700,000.00	700,000.00	0.00	0.00	700,000.00	0.00 %
Department: 577100 - Friedt Park Total:	700,000.00	700,000.00	0.00	0.00	700,000.00	0.00%
Department: 579162 - El Mar Drive						
300-579162-500630 Cap Outlay Imp Other Than Bldg	300,000.00	300,000.00	90,947.64	191,931.44	108,068.56	63.98 %
Department: 579162 - El Mar Drive Total:	300,000.00	300,000.00	90,947.64	191,931.44	108,068.56	63.98%
Department: 580300 - Entry Feature&Traffic Calm						
300-580300-500630 Cap Outlay Imp Other Than Bldg	150,000.00	150,000.00	416.13	26,647.31	123,352.69	17.76 %
Department: 580300 - Entry Feature&Traffic Calm Total:	150,000.00	150,000.00	416.13	26,647.31	123,352.69	17.76%
Department: 581100 - Interfund Transfers						
300-581100-381105 Transfer From General Fund	1,000,000.00	1,000,000.00	750,000.00	1,500,000.00	500,000.00	150.00 %
300-581100-381106 Transfer From Parking Fund	1,000,000.00	1,000,000.00	500,000.00	1,000,000.00	0.00	100.00 %
Department: 581100 - Interfund Transfers Total:	2,000,000.00	2,000,000.00	1,250,000.00	2,500,000.00	500,000.00	125.00%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	1,198,513.30	502,400.55	502,400.55	0.00%
Fund: 310 - Parking Fund						
Department: 000000 - Assigned						
310-000000-380200 Appropriated Fund Balance	0.00	800,000.00	0.00	0.00	-800,000.00	0.00 %
Department: 000000 - Assigned Total:	0.00	800,000.00	0.00	0.00	-800,000.00	0.00%
Department: 302000 - Licenses & Permits						
310-302000-313101 Pilop Fee	20,796.00	20,796.00	5,000.00	165,000.00	144,204.00	793.42 %
Department: 302000 - Licenses & Permits Total:	20,796.00	20,796.00	5,000.00	165,000.00	144,204.00	793.42%
Department: 304000 - Charges for Services						
310-304000-344500 Parking Permits	145,000.00	145,000.00	6,396.67	134,694.02	-10,305.98	92.89 %
310-304000-344520 Parking Agreements	94,024.00	94,024.00	0.00	94,024.00	0.00	100.00 %
310-304000-344551 South Ocean	194,000.00	194,000.00	18,510.64	274,875.24	80,875.24	141.69 %
310-304000-344552 Ocean Front Meters	320,000.00	320,000.00	43,724.05	451,157.13	131,157.13	140.99 %
310-304000-344553 Commmerical Blvd. Meters	80,000.00	80,000.00	9,771.40	111,218.12	31,218.12	139.02 %
310-304000-344554 Parking Meters - Beach	219,000.00	219,000.00	17,902.33	204,138.87	-14,861.13	93.21 %
310-304000-344555 Palm Portal- Fdg	95,000.00	95,000.00	11,800.50	130,735.04	35,735.04	137.62 %
310-304000-344556 El Prado Parking Lot	600,000.00	600,000.00	42,209.18	577,937.63	-22,062.37	96.32 %
310-304000-344558 Town Hall Parking Lot	33,000.00	33,000.00	1,301.17	28,050.68	-4,949.32	85.00 %
310-304000-344559 El Mar Parking Lot	285,000.00	285,000.00	24,601.42	265,865.02	-19,134.98	93.29 %
310-304000-344560 A1A Parking Lot	621,475.00	621,475.00	47,597.98	644,586.61	23,111.61	103.72 %
310-304000-344563 Bougainvilla/ Poinciana	195,000.00	195,000.00	17,506.18	258,972.14	63,972.14	132.81 %
Department: 304000 - Charges for Services Total:	2,881,499.00	2,881,499.00	241,321.52	3,176,254.50	294,755.50	110.23%
Department: 305000 - Fines & Forfeitures						
310-305000-354100 Parking Fines	110,000.00	110,000.00	29,760.20	274,768.00	164,768.00	249.79 %
Department: 305000 - Fines & Forfeitures Total:	110,000.00	110,000.00	29,760.20	274,768.00	164,768.00	249.79%

Budget Report

For Fiscal: 2023-2024 Period Ending: 08/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 306000 - Miscellaneous Revenues							
310-306000-361100	Interest Earnings	2,000.00	2,000.00	0.00	30,392.22	28,392.22	1,519.61 %
310-306000-362001	Bougainvillea Rent	147,600.00	147,600.00	10,927.39	128,403.39	-19,196.61	86.99 %
Department: 306000 - Miscellaneous Revenues Total:		149,600.00	149,600.00	10,927.39	158,795.61	9,195.61	106.15%
Department: 545000 - Parking Operations							
310-545000-500120	Regular Salaries	218,573.00	218,573.00	16,824.07	204,817.49	13,755.51	93.71 %
310-545000-500140	Overtime Salaries	4,000.00	4,000.00	192.74	4,761.05	-761.05	119.03 %
310-545000-500210	Employer Fica Taxes	16,721.00	16,721.00	998.35	12,545.67	4,175.33	75.03 %
310-545000-500220	Retirement	41,677.00	41,677.00	3,778.16	38,310.28	3,366.72	91.92 %
310-545000-500230	Group Insurance	62,000.00	62,000.00	3,469.63	44,099.04	17,900.96	71.13 %
310-545000-500345	Contractual Services	510,000.00	510,000.00	40,099.01	360,675.65	149,324.35	70.72 %
310-545000-500353	Parking Alternatives	175,000.00	175,000.00	4,818.40	89,190.72	85,809.28	50.97 %
310-545000-500410	Communications	3,500.00	3,500.00	178.72	1,792.35	1,707.65	51.21 %
310-545000-500430	Electric Service	9,600.00	9,600.00	564.70	7,364.19	2,235.81	76.71 %
310-545000-500431	Water Service	27,500.00	27,500.00	-374.54	13,116.98	14,383.02	47.70 %
310-545000-500445	Equip Rent/lease	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00 %
310-545000-500461	Vehicle Maintenance	11,000.00	11,000.00	0.00	2,112.46	8,887.54	19.20 %
310-545000-500462	Fuel	25,000.00	25,000.00	0.00	2,799.02	22,200.98	11.20 %
310-545000-500463	Service Maintenance Contracts	45,000.00	45,000.00	2,280.00	32,940.00	12,060.00	73.20 %
310-545000-500497	Contingency	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
310-545000-500506	Printing & Binding	13,000.00	13,000.00	0.00	243.00	12,757.00	1.87 %
310-545000-500508	Postage	3,000.00	3,000.00	0.00	257.29	2,742.71	8.58 %
310-545000-500510	Office Supplies	1,000.00	1,000.00	900.17	1,170.88	-170.88	117.09 %
310-545000-500525	Uniform Expense	5,000.00	5,000.00	0.00	1,992.89	3,007.11	39.86 %
310-545000-500532	Signs	13,000.00	13,000.00	1,028.76	10,020.89	2,979.11	77.08 %
310-545000-500533	Parking Meter Parts-supplies	38,000.00	38,000.00	0.00	12,344.35	25,655.65	32.49 %
310-545000-500545	Training	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500550	Operating Expenses	35,000.00	35,000.00	1,532.02	15,876.87	19,123.13	45.36 %
310-545000-500630	Cap Outlay Imp Other Than Bldg	14,000.00	14,000.00	0.00	0.00	14,000.00	0.00 %
310-545000-500640	Capital Outlay - Equip & Mach	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
310-545000-500644	Capital Outlay-vehicles	22,824.00	22,824.00	1,038.76	8,439.63	14,384.37	36.98 %
Department: 545000 - Parking Operations Total:		1,361,895.00	1,361,895.00	77,328.95	864,870.70	497,024.30	63.50%
Department: 545152 - Land Acquisitions							
310-545152-500611	Land Acquisition	800,000.00	1,600,000.00	0.00	1,600,000.00	0.00	100.00 %
Department: 545152 - Land Acquisitions Total:		800,000.00	1,600,000.00	0.00	1,600,000.00	0.00	100.00%
Department: 581100 - Interfund Transfers							
310-581100-500910	Transfer To CIP Fund	1,000,000.00	1,000,000.00	500,000.00	1,000,000.00	0.00	100.00 %
Department: 581100 - Interfund Transfers Total:		1,000,000.00	1,000,000.00	500,000.00	1,000,000.00	0.00	100.00%
Fund: 310 - Parking Fund Surplus (Deficit):		0.00	0.00	-290,319.84	309,947.41	309,947.41	0.00%
Report Surplus (Deficit):		0.00	0.00	-429,544.13	4,132,609.04	4,132,609.04	0.00%

Group Summary

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
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	2,972.06	12,748,903.56	198,353.56	101.58%
301100 - Utility Taxes	1,170,700.00	1,170,700.00	110,744.79	1,090,369.86	-80,330.14	93.14%
301600 - Franchise Taxes	851,799.00	851,799.00	89,858.61	786,741.23	-65,057.77	92.36%
302000 - Licenses & Permits	145,000.00	145,000.00	10,995.86	153,619.50	8,619.50	105.94%
303000 - Intergovernmental Revenues	1,171,584.00	1,171,584.00	99,887.33	976,482.27	-195,101.73	83.35%
304000 - Charges for Services	14,850.00	14,850.00	250.00	13,100.00	-1,750.00	88.22%
305000 - Fines & Forfeitures	60,000.00	60,000.00	5,308.51	114,401.58	54,401.58	190.67%
306000 - Miscellaneous Revenues	298,135.00	298,135.00	74,775.17	829,142.66	531,007.66	278.11%
511000 - Commission	320,171.00	320,171.00	19,419.71	219,759.57	100,411.43	68.64%
511100 - Donation-Non Profits	66,500.00	66,500.00	0.00	66,500.00	0.00	100.00%
511200 - Visitor Center	148,638.00	148,638.00	6,115.23	59,231.97	89,406.03	39.85%
513000 - Administration	1,237,057.00	1,237,057.00	104,466.26	1,127,203.37	109,853.63	91.12%
514000 - Town Attorney	458,000.00	458,000.00	24,113.48	236,380.73	221,619.27	51.61%
519000 - General	1,254,425.00	1,254,425.00	53,812.10	942,112.39	312,312.61	75.10%
519100 - Tourism and Community Outreach	562,269.00	562,269.00	17,570.46	285,769.79	276,499.21	50.82%
521000 - Police Department	6,106,142.00	6,106,142.00	441,257.84	5,453,833.25	652,308.75	89.32%
523000 - Emergency Medical Services	460,000.00	460,000.00	40,250.00	431,249.98	28,750.02	93.75%
524000 - Development Services	861,398.00	861,398.00	60,263.21	634,256.82	227,141.18	73.63%
541100 - Mun Svsc - Public Works Div	3,834,144.00	3,834,144.00	295,840.71	3,059,478.46	774,665.54	79.80%
572000 - Recreation	113,400.00	113,400.00	8,420.00	101,144.74	12,255.26	89.19%
581100 - Interfund Transfers	-1,350,000.00	-1,350,000.00	-675,000.00	-1,350,000.00	0.00	100.00%
Fund: 001 - General Fund Surplus (Deficit):	0.00	0.00	-1,351,736.67	2,745,839.59	2,745,839.59	0.00%
Fund: 101 - Special Revenue-Police Conf						
521100 - Police Dept. Confiscated	0.00	0.00	0.00	15,461.12	-15,461.12	0.00%
Fund: 101 - Special Revenue-Police Conf Total:	0.00	0.00	0.00	15,461.12	-15,461.12	0.00%
Fund: 102 - Building Fund						
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	412,889.72	1,778,951.18	640,358.18	156.24%
524100 - Building	1,253,593.00	1,253,593.00	289,505.51	1,242,106.62	11,486.38	99.08%
Fund: 102 - Building Fund Surplus (Deficit):	0.00	0.00	123,384.21	536,844.56	536,844.56	0.00%
Fund: 103 - Sewer Fund						
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	92,020.59	1,026,520.34	-578,696.66	63.95%
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	93,973.12	1,287,247.05	419,969.95	75.40%
Fund: 103 - Sewer Fund Surplus (Deficit):	0.00	0.00	-1,952.53	-250,699.06	-250,699.06	0.00%
Fund: 115 - Fire Fund						
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	0.00	1,154,559.02	19,544.02	101.72%
304000 - Charges for Services	37,000.00	37,000.00	356.00	93,772.73	56,772.73	253.44%
306000 - Miscellaneous Revenues	1,000.00	1,000.00	0.00	8,263.31	7,263.31	826.33%
522000 - Fire Department	1,372,000.00	1,372,000.00	107,788.60	952,857.95	419,142.05	69.45%
Fund: 115 - Fire Fund Surplus (Deficit):	0.00	0.00	-107,432.60	303,737.11	303,737.11	0.00%
Fund: 300 - Capital Project Fund						
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	53,003.00	764,291.92	759,291.92	15,285.84%
519000 - General	128,560.00	128,560.00	10,421.00	106,146.12	22,413.88	82.57%
539100 - 75th Anniversary Art Installation	125,000.00	125,000.00	3,100.00	3,100.00	121,900.00	2.48%
541102 - Downtown Enhancement	2,000,000.00	2,000,000.00	-56.44	1,852,737.52	147,262.48	92.64%
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	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: 08/31/2024

Departmenten...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
572200 - Beach Renourishment	116,667.00	116,667.00	0.00	116,967.62	-300.62	100.26%
575201 - Pedestrian Amenities	75,000.00	75,000.00	-338.63	71,624.55	3,375.45	95.50%
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	90,947.64	191,931.44	108,068.56	63.98%
580300 - Entry Feature&Traffic Calm	150,000.00	150,000.00	416.13	26,647.31	123,352.69	17.76%
581100 - Interfund Transfers	2,000,000.00	2,000,000.00	1,250,000.00	2,500,000.00	500,000.00	125.00%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	1,198,513.30	502,400.55	502,400.55	0.00%
Fund: 310 - Parking Fund						
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	5,000.00	165,000.00	144,204.00	793.42%
304000 - Charges for Services	2,881,499.00	2,881,499.00	241,321.52	3,176,254.50	294,755.50	110.23%
305000 - Fines & Forfeitures	110,000.00	110,000.00	29,760.20	274,768.00	164,768.00	249.79%
306000 - Miscellaneous Revenues	149,600.00	149,600.00	10,927.39	158,795.61	9,195.61	106.15%
545000 - Parking Operations	1,361,895.00	1,361,895.00	77,328.95	864,870.70	497,024.30	63.50%
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	500,000.00	1,000,000.00	0.00	100.00%
Fund: 310 - Parking Fund Surplus (Deficit):	0.00	0.00	-290,319.84	309,947.41	309,947.41	0.00%
Report Surplus (Deficit):	0.00	0.00	-429,544.13	4,132,609.04	4,132,609.04	0.00%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - General Fund	0.00	0.00	-1,351,736.67	2,745,839.59	2,745,839.59
101 - Special Revenue-Police Conf	0.00	0.00	0.00	-15,461.12	-15,461.12
102 - Building Fund	0.00	0.00	123,384.21	536,844.56	536,844.56
103 - Sewer Fund	0.00	0.00	-1,952.53	-250,699.06	-250,699.06
115 - Fire Fund	0.00	0.00	-107,432.60	303,737.11	303,737.11
300 - Capital Project Fund	0.00	0.00	1,198,513.30	502,400.55	502,400.55
310 - Parking Fund	0.00	0.00	-290,319.84	309,947.41	309,947.41
Report Surplus (Deficit):	0.00	0.00	-429,544.13	4,132,609.04	4,132,609.04

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

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 8/31/2024	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
001 General Fund:									
Truist	101.000	8015	Master Account	Analyzed Interest Checking	Truist	9,243,846.67	3.50%	27,209.54	329,324.66
Truist	101.009	6876	Emergency Reserve	Public Special Money Rate Checking	Truist	2,544,894.02	3.92%	8,435.24	8,435.24
GENERAL FUND				BANK SUBTOTAL		11,788,740.69		35,644.78	337,759.90
SBA	101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	193,735.15	5.48%	895.23	9,610.01
SBA	101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	93,993.12	5.48%	435.60	4,663.77
GENERAL FUND				SBA SUBTOTAL		287,728.27		1,330.83	14,273.78
GENERAL FUND				GRAND TOTAL		12,076,468.96		36,975.61	352,033.68
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	1,349,365.65	3.50%	4,019.17	41,261.22
SEWER FUND				TOTAL		1,349,365.65		4,019.17	41,261.22
115 Fire Fund:									
Truist	101.109	5379	Fire Fund Account	Analyzed Interest Checking	Truist	1,050,996.90	3.50%	3,339.02	29,415.60
FIRE FUND				GRAND TOTAL		1,050,996.90		3,339.02	29,415.60
300 Capital Improvement Fund:									
Truist	101.115	0010	Capital Improvement Fund	Analyzed Interest Checking	Truist	1,669,617.07	3.50%	3,415.20	25,945.71
CAPITAL IMPROVEMENT FUND				TOTAL		1,669,617.07		3,415.20	25,945.71
310 Parking Improvement Fund									
Truist	101.125	0120	Parking Improvement Account	Analyzed Interest Checking	Truist	5,513,628.06	3.50%	16,282.92	152,872.65
Truist	101.128	8554	PILOP Account	Analyzed Interest Checking	Truist	200.00	3.50%	Included Above	Included Above
PARKING FUND				TOTAL		5,513,828.06		16,282.92	152,872.65
102 Building Fund									
Truist	101.104	8686	Building Account	Analyzed Interest Checking	Truist	1,157,448.36	3.50%	4,110.04	36,679.65
BUILDING FUND				TOTAL		1,157,448.36		4,110.04	36,679.65
ALL FUNDS				GRAND TOTAL		22,817,923.48		68,141.96	638,208.51

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

Summary by Investment Type	Amount	Percent
Interest Bearing Checking	22,530,195.21	99%
Non-interest Bearing Checking	0.00	0%
SBA Trust Fund/Pools	287,728.27	1%
Repurchase Agreements	0.00	0%
Money Market Funds	0.00	0%
U.S. Securities/Treasuries	0.00	0%
U.S. Federal Agencies	0.00	0%
Federal Instrumentalities	0.00	0%
GRAND TOTAL	22,817,923.48	100%

Summary by Fund	Amount	Percent
101.000/101-400 General Fund	12,076,468.96	53%
Police Fund	198.48	0%
Sewer Fund	1,349,365.65	6%
Fire Fund	1,050,996.90	5%
Building Fund	1,157,448.36	5%
Capital Improvement Fund	1,669,617.07	7%
Parking Fund	5,513,828.06	24%
GRAND TOTAL	22,817,923.48	100%

Summary by Bank/Pool	Amount	Percent
Truist	22,530,195.21	99%
Florida Prime/State Board of Admin.	287,728.27	1%
GRAND TOTAL	22,817,923.48	100%



Agenda Item No: 10.a.

Town Commission Agenda Item Report

Meeting Date: October 22, 2024

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Approval of Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title: Approval of minutes for October 8, 2024 Regular Commission Meeting

Explanation: Draft Minutes for approval for October 8, 2024 Regular Commission Meeting.

Recommendation: Accept/Approve

Exhibits:

1. 10-8-24 Regular Commission Meeting Draft Minutes



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 N. Ocean Drive
Tuesday, October 8, 2024
6:30 PM

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 6:30 p.m. Also present were Vice Mayor Randy Strauss, Commissioner Richard DeNapoli, Commissioner John A. Graziano, Commissioner Theo Pouloupoulos, Town Manager Linda Connors, Town Attorney Susan Trevarthen, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, Development Services Director Jhanelle Campbell, Director of Budget and Finance Lucila Lang, Assistant Finance Director Edner Saint-Jean, Events and Marketing Manager Katie Anderson, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Commissioner DeNapoli requested discussion of materials sent to residents regarding the upcoming ballot question under Commissioner Presentations.

5. PRESENTATIONS

a. Camera Clinic Proclamation

Mayor Malkoon read a Proclamation in honor of the 50th anniversary of the Camera Clinic, which was opened by the Pollack family in 1974. October 8, 2024 was declared Camera Clinic Day in Lauderdale-By-The-Sea.

6. PUBLIC COMMENTS

At this time Mayor Malkoon opened public comment.

Marc Pearson, resident, expressed concern with the property at 1931 Coral Reef Drive. He believed that the Town Commission and the Town's Planning and Zoning Board have been provided with an incorrect interpretation of the situation at that property, and that his appeal regarding the property should be heard by both entities. He also felt the manner in which Town Staff resolved the issue was in violation of existing Ordinances related to variances.

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

7. PUBLIC SAFETY DISCUSSION

None.

8. TOWN MANAGER REPORT

a. Town Manager Report

Town Manager Linda Connors noted that Taste of the Beach has been funded in the fiscal year (FY) 2025 budget due to its success in 2024. Staff recommends reserving Wednesday, March 12, 2025 in El Prado Park from 5 p.m. to 8 p.m. for this event. They anticipate the sale of 500 tickets, which would be a significant increase over the 200 tickets sold the previous year, at a cost of \$35/ticket for early purchase and \$45/ticket at the gate.

Taste of the Beach will include food and drink from local and neighboring food and beverage establishments, as well as live music and a presence from community partners. The Commissioners agreed by consensus to the proposed event.

Town Manager Connors concluded that the FY 2025 calendar is also provided for the Commissioners at tonight's meeting. The calendar has been adjusted to reflect religious holidays as well as Broward County's budget schedule. It includes tentative Strategic Plan Workshop meetings as well as only one Commission meeting per month in August, November, and December 2025.

Mayor Malkoon asked the Commissioners whether or not they would like to continue with the same budget process in 2025 or would prefer to modify that process in the future. A

budget meeting is scheduled for April 22, 2025, which is earlier than the Town's regular budget hearing process.

Town Manager Connors clarified that the April 22, 2025 meeting is a public workshop which allows the Commission and the public to provide ideas on what they would like to see in the budget. Another workshop is scheduled for June 24, 2025, at which time Staff would bring those ideas back with tentative cost estimates.

Mayor Malkoon commented that he would prefer the Commission to return to their previous budget process. In that earlier process, Staff worked together to develop a budget and presented it to the Commission at their first budget hearing when the Town's tentative millage rate was introduced. Staff also met individually with each Commissioner. There was no public input on the budget before this first presentation.

After the first meeting, Staff would bring back an amended budget to the Commission, including any budget cuts as well as any changes to the millage rate. The overall previous process was shorter.

Commissioner Pouloupoulos observed that he did not oppose holding budget workshops; however, he did not feel the Commission needed a full breakdown and explanation of all components of the budget. He was not certain that the 2024 workshops accomplished all that they were intended to do. He concluded that his preference was for one workshop which would be open to the public.

Commissioner DeNapoli also recommended shortening the budget workshop process to remove repetition.

Commissioner Graziano felt 2024's budget process had been a learning experience, but agreed that the process can be tightened in the future, with only one budget workshop.

Town Manager Connors noted that the Town does not receive its assessed values from Broward County until the beginning of June, which means there would be no figures presented on what the Town can expect. She concluded that if the April 22 meeting is removed, the budget process can start on June 24, 2025, including the Town's assessed value. If another meeting is necessary, it can be scheduled between June 2025 and September 9, 2025.

The Commissioners agreed by consensus to eliminate the April 22, 2025 meeting.

Commissioner Graziano asked when public input would be provided on next year's budget. Town Manager Connors replied that public input would be heard at the June meeting as well as at both September budget hearings. The two September meetings are required.

Town Manager Connors continued that the Town's Veterans Day celebration is scheduled for November 11, 2024 in El Prado Park at 10 a.m. Vice Mayor Strauss is serving as Chair of this event, which will include a keynote speaker. She encouraged all residents who are veterans to fill out registration cards for the event so they may be recognized and honored.

The Founders Day event was rained out and will require rescheduling to either November 2 or November 9, 2024. Town Manager Connors requested direction from the Commission regarding their preference for either date. It was determined by consensus to proceed with the Founders Day event on November 2.

Town Manager Connors reminded all residents to renew their resident parking passes, which can now be done online via the Town's website. Town Staff is available to help any residents who need assistance. She also noted that license plate readers (LPRs) are now used to read registered license plates, which means parking pass stickers are no longer required.

The Town is also registering users of the Community Center. The annual cost for residents is \$25, while non-residents are charged \$50. Over 160 users have registered thus far.

Deputy Town Manager/Public Works Director Ken Rubach provided an update on Hurricane Milton, which is expected to make landfall this week. The Town can expect roughly 1 in. of rain as well as sustained winds between 25 and 35 miles per hour (MPH). These conditions are expected to begin on Wednesday, October 9, 2024 and extend into Thursday. Wind gusts are expected.

Deputy Town Manager/Public Works Director Rubach advised that Public Works Staff follows standard operating procedures for different stages of tropical storm readiness. They are prepared for the expected level of the storm, which has been predicted to strongly affect Florida's West Coast.

Deputy Town Manager/Public Works Director Rubach added that bridges were locked at noon today, although no notice was provided to individual municipalities.

Town Manager Connors advised that the Town will close at noon on Wednesday, October 9, 2024, through Thursday, October 10. Offices will reopen on Friday, October 11. This process follows the example provided by Broward County. Some Public Works Staff will be present on October 9, and some essential personnel will also be available in Town Hall on October 10.

Mayor Malkoon thanked Public Works Staff for their work in advance of the storm, as well as for keeping the Commissioners informed of the storm's progress. He advised that he had declined to declare a state of emergency due to the low anticipated intensity of the storm.

Mayor Malkoon continued that he has also spoken with other local municipalities to determine if there are opportunities to cooperate on storm preparations in the future. More information will be brought before the Commission on this topic at a later date. He has also contacted the Broward League of Cities and similar organizations to ensure that the Town is aware of any additional potential assistance those entities may provide. He will keep the public apprised of any such opportunities.

Commissioner Pouloupoulos asked what measures are in place to communicate with the public in the event that the storm's expected impacts shift closer to the Town. Deputy Town Manager/Public Works Director Rubach replied that a hurricane warning, if necessary, would be sent out via social media blasts, as well as the Town's "Code Red" system, which auto-dials residents. He recommended that residents stay tuned to local channels broadcasting information from the National Weather Service. Town Manager Connors encouraged residents to sign up for Code Red alerts.

Mayor Malkoon noted that some Resolutions on tonight's Agenda were moved under the Consent Agenda Item as well as under New Business. He was advised by the Town Attorney that these changes were permissible; however, going forward, his preference would be to see public comments offered on individual Agenda Items in their previous order.

Town Manager Connors asked if there is Commission consensus to keep Resolutions under the Agenda heading of Resolutions – Public Comments rather than under the Consent Agenda.

Commissioner Graziano stated that he also did not feel items which may require considerable discussion should be placed on the Consent Agenda, but should be presented as Resolutions. Commissioner Pouloupoulos agreed, adding that it can be

difficult to see that some of the Resolutions are placed under the Consent Agenda without checking the meeting overview as well as the individual Agenda Items. Vice Chair Strauss and Commissioner DeNapoli also agreed, providing unanimous consensus on this issue.

Town Attorney Susan Trevarthen explained that the meeting procedure Resolution allows the Commission to place Resolutions under the Consent Agenda. The Commission may ask the Town Manager to proceed in this fashion as a custom, or to officially amend the Resolution so it would no longer be possible to include Resolutions on the Consent Agenda. Town Manager Connors acknowledged that this can continue to be done by custom if that is the Commission's preference.

Commissioner Graziano asserted that he would like to see tonight's Consent Agenda Resolutions moved under Resolutions – Public Comments at tonight's meeting. Town Manager Connors noted that any Commissioner may pull an individual Consent Item for additional discussion.

Mayor Malkoon also advised that the Garden Club of Lauderdale-By-The-Sea has scheduled its annual fundraising event for January 25, 2025, from 9 a.m. to 1 p.m. The Garden Club has asked the Commission to consider waiving parking fees in the Town Hall parking lot during that time frame. There was Commission consensus to waive these fees.

9. TOWN ATTORNEY REPORT

Mayor Malkoon requested Commission discussion regarding a home in the Bel Air neighborhood which has been the subject of public comment at tonight's meeting as well as previous meetings and various communications. Town Attorney Trevarthen explained that her office, as well as Town Staff, has looked into the concerns raised by a member of the public and have applied Code requirements related to the ability to appeal. Code Section 30-531(C) states that an appeal should be filed either 30 days from the date at which the applicant knew of the decision that forms the basis of the appeal, or the date at which they should have known of this decision with reasonable diligence.

Town Attorney Trevarthen continued that the permitting and approval processes for the subject property were reviewed. These processes date back to late 2023, at which time the initial building permit was issued. Staff identified that on May 16, 2024, an inspection of the structure's upper level failed. This proved that construction was underway on the third floor of the property and was visible to the surrounding area, and was determined to be the moment at which an applicant could have come forward with reasonable diligence.

The Town did not receive a request from the resident until after other documents were received by the individual in July 2024, followed by a formal document called an appeal in August 2024. Town Attorney Trevarthen concluded that the appeal was ultimately rejected based on the calculation of May 2024 as the time when an applicant could have come forward.

Town Attorney Trevarthen continued that the Town has since received additional written and verbal communications from the resident, all of which are variations on the same issue, which is when decisions were made about the property. Town administration, including her office, has examined this issue, as a decision regarding the timing of an appeal is, in part, a legal question. Upon multiple reviews of the issue, Staff remains firm in its assessment, as does her office.

Town Attorney Trevarthen advised that the resident has the right to retain counsel and seek other remedies for the issue if that is his desire. She concluded, however, that her explanation addresses the appeal process, including the question of why there has been no appeal hearing. The Planning and Zoning Board has no jurisdiction over any part of this process.

Town Attorney Trevarthen also noted that examination of the process showed that there were some sheets, during the building permit process, which included information that was identified and corrected. The sheets that have been officially approved for the subject property are correct, and construction of the property conforms to Town requirements.

Town Attorney Trevarthen also recalled that the resident had expressed generalized concerns regarding development in the Town's single-family neighborhoods, and had indicated that the Town should undertake architectural review that would apply to buildings in those neighborhoods. This is not, however, the choice made by the Town Commission when they first adopted architectural guidelines or processes related to those guidelines: instead they decided not to apply the process for which the resident has advocated to those single-family homes. She emphasized that this is a policy choice, which can be reconsidered by the Commission if they wish.

Mayor Malkoon observed that the owner of the subject property has signed an affidavit with the Town which ensures that the structure will not be used for recreational purposes.

Mayor Malkoon also addressed the design of the subject property, which includes glass railings as well as lighting. He recalled that one concern raised by the resident who

opposed the building's construction had been that these features were not necessary on the roof of the structure.

Development Services Director Jhanelle Campbell addressed this question, stating that Town Code has no architectural standards for single-family homes. As long as the structure meets the parameters of established Code, the property owner may include decorative railings and lighting.

Mayor Malkoon commented that he is required to consider this issue from a legal perspective in his capacity as Mayor. He did not feel the resident's assertion that "nothing has been done" to correct previous mistakes on the subject property was accurate; however, he did feel that a general conversation on the Town's single-family homes may be warranted, as other neighborhoods have expressed concerns regarding compatibility.

Development Services Director Campbell further clarified that the subject property is not a three-story home, but is a two-story home with a stairwell and small landing which lead to the building's rooftop. The total building height, including the rooftop, is below the Town's maximum permitted height of 33 ft.

Commissioner Pouloupoulos asked why the structure has rooftop access including a stairwell and doorway. Development Services Director Campbell replied that the plans submitted by the property owner include the placement of solar panels on the roof. There will also be roof grates which will require cleaning. An owner is permitted to have access to their rooftop, although they are not permitted to use that space for passive or active recreation.

Commissioner Pouloupoulos noted that should an individual see evidence of rooftop recreation, they would have a legitimate concern that could be shared with Code Compliance. Development Services Director Campbell confirmed this, adding that this was what had led to the property owner's signature on the affidavit. The owner has indicated that he understands this restriction.

Commissioner Pouloupoulos asked if Town Code requires single-family homes to conform to the Mid-century Modern style of architecture. Development Services Director Campbell stated that this is not the case for single-family homes, which may be of any architectural style. Only a single-family home in the RM-25 zoning district would be required to comply with that style. The subject property is located in the RS-4 zoning district.

Commissioner Poulopoulos also addressed the papers submitted as part of the permitting process for the subject property, which were presented to the Town Commission by the resident who objected to the property. He pointed out that the original plans for the property have been corrected and have now been approved. He concluded that he had questions regarding the permitting process for the subject property.

Development Services Director Campbell explained that when she spoke to the property owner, he was aware that he could not use the rooftop for recreational purposes. He then revised the plans to remove any reference that could be perceived as using the roof in that manner, and signed the aforementioned affidavit.

Vice Mayor Strauss agreed with the Town's position on this issue, as well as with the explanation given by the Town Attorney. He also thanked resident Marc Pearson for the presentations he has previously made to the Commission, and agreed that there may be a need for further discussion of development patterns and types in Lauderdale-By-The-Sea, possibly including a roundtable discussion with community input.

Vice Mayor Strauss addressed the affidavit, asking what would be the next step if Mr. Pearson witnessed recreational behavior on the property's rooftop and brought it to the attention of Code Compliance. Development Services Director Campbell replied that if tangible evidence of passive or active recreation was witnessed, the Town might request a finding of fact by the Special Magistrate. This would recognize that a violation occurred, and if it recurs, the property owner would be deemed a repeat violator. This would allow the Town to immediately institute fines of up to \$500/day per violation in order to enforce Code.

Commissioner Graziano advised that he would like the Commission to have a discussion regarding the Sea Lord Hotel property, as there have been complaints regarding that property's roof access/activity by residents which were similar to the concerns expressed for the Bel Air property.

Commissioner DeNapoli also felt there should be further discussion of single-family homes and concerns about their design and construction in the future.

Marc Pearson, 1921 Water's Edge, stated that he had initially perceived the structure on the subject property to be an elevator shaft; however, when he saw that the structure included a doorway, he began to have concerns about the building. He asserted that the Town is incorrect in its estimation of how the property's design was amended, adding that the building still has a third floor.

Mr. Pearson continued that Town Ordinances state a penthouse must be used solely to cover a stairway; however, in this case the structure is much larger than a stairway. He added that additional issues with the subject property include “hurricane problems” related to windows, as well as an activity area on the roof, which is prohibited by Code. He felt the Commission is “supporting the Town changing the Ordinances,” and that other residents of the Town have also expressed concern with the structure.

Town Attorney Trevarthen addressed Commissioner Graziano’s concern regarding the Sea Lord Hotel, explaining that that property also had a lengthy history. The owner of the hotel purchased a property across the street as a second part of their development. When the hotel was under construction, Town inspectors noted that the structure was being built in a manner that was not compliant with the approved plans for the property. Staff issued a Stop Work order and began to investigate the issue.

Town Attorney Trevarthen noted that Staff had approached the hotel owner and required them to change their plans and submit them for review so the Town could ensure they were in compliance with Town Code and the Town Charter. One complicating factor related to the Sea Lord property was that the owner had sought to install a solar energy system on its roof. A Florida Statute states that local governments have limited discretion with regard to the installation of alternative energy systems, such as solar, wind, or other devices.

The Town entered into a dialogue with the hotel owner through its experts at CAP Government, requesting clarification of how the hotel qualified for that statutory preemption. When this discussion began, there were several items proposed for the hotel’s rooftop; at the end of the process, these items included only those which could be substantiated as requirements for elevator overruns, mechanical equipment and enclosures, and canopies related only to that area. The owner had sought to place the solar panels on top of those structures; however, the solar panels were determined to be 8 in. taller than what the Town’s Charter allows. The Charter also addresses elevator and stairwell overruns, as well as equipment needs.

Development Services Director Campbell concluded that the solar panel deck is at a height of 42 ft. 9 in., which is several feet below the top of the building’s elevator, at 47 ft. 8 in. The elevator is not counted toward the building height.

Commissioner Graziano observed that the Town Attorney has outlined the Town's position with regard to the Sea Lord Hotel, and added that should residents wish to bring forward additional complaints about that property, they have the right to do so.

Town Attorney Trevarthen also addressed a new Florida Statute addressing what local governments may and may not do with regard to homeless individuals who engage in public sleeping or camping. The Statute is found in Section 125.0231 and took effect on October 1, 2024. In combination with a ruling from the United States Supreme Court, it is now clearer what can be done constitutionally, and what the Florida Legislature has charged local governments with doing, to control public camping or sleeping on public property.

Town Attorney Trevarthen explained that the Statute includes the following sentence: "A municipality may not authorize or otherwise allow any person to regularly engage in public camping or sleeping on any public property, including but not limited to any public building or its grounds and any public right-of-way under the jurisdiction of the municipality."

Attorneys representing Broward County municipalities, as well as attorneys representing Broward County itself and the Broward Sheriff's Office (BSO), have met several times to discuss this regional issue. The Broward County Board of County Commissioners is currently scheduled to adopt an Ordinance which would create a County violation for camping where not permitted on public property. This Ordinance is designed to comply with the new Florida Statute as well as new case law, and specifically provides that any municipality which does not enact a conflicting Ordinance will be able to cite and enforce the County Ordinance.

Town Attorney Trevarthen continued that some Broward municipalities may choose to adopt a conflicting Ordinance in order to provide for more specific local provisions; however, it appears that most Broward municipalities will opt into the County Ordinance. The Town does not have to adopt its own Ordinance; in addition, if they need to cite an individual under the County Ordinance, the County would address the citation as a County violation. This would mean a State Attorney may prosecute the violation and a public defender may defend the individual charged.

Town Attorney Trevarthen emphasized, however, that there is a second part of the Statute: beginning January 1, 2025, the Town can be sued if a County resident, County business owner, or the Florida Attorney General believes that the Town is not compliant with the Statute. Should this occur, a written complaint would be sent to the Town Commission, which is allowed five business days to take all reasonable actions within the

limit of its governmental authority to cure the violation. If the Town does not take such action, the complainant may sue the Town for injunctive relief and receive attorneys' fees. Exemptions may occur in the case of emergency declarations.

Town Attorney Trevarthen advised that Town Staff and her office have discussed these issues with the Town Commission as well as with BSO. She pointed out that the Town will need to have a system in place no later than January 1, 2025 in order to act promptly in the event that they receive a written complaint.

Commissioner Pouloupoulos asked if a violation of the Statute would be considered a misdemeanor or an Ordinance violation. Town Attorney Trevarthen replied that the County Ordinance, which has not yet been adopted, indicates a preference for use of the civil citation process; if an individual is ineligible for that process, the violation would be pursued as a misdemeanor.

Commissioner Pouloupoulos also asked if the Town would be considered to adopt the County's Ordinance through non-action if they decline to enact their own conflicting legislation. Town Attorney Trevarthen replied that the Commission may wish to enact its own Ordinance, but they are also allowed to opt into the County's system and cite offenses as they see fit. She added that individual BSO Officers retain discretion on how to deal with each individual issue.

Commissioner Pouloupoulos asked if there is a chance the Town may become liable for the discretion of BSO Officers in their capacity as Town contractors. Town Attorney Trevarthen replied that the Town's contract with BSO provides for liability. She cautioned that the new Statute represents new ground which may not be fully understood by the State Legislature.

Commissioner Pouloupoulos asked if the Sheriff opposed the County Ordinance. Town Attorney Trevarthen replied that she did not know the answer to this.

10. APPROVAL OF MINUTES

a. Approval of minutes for September meetings

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

11. CONSENT AGENDA

- a. **Special Event Application: Breast Cancer Vigil 10.16.24**
- b. **Resolution 2024-42 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A FIRST AMENDMENT TO THE MEMORANDUM OF AGREEMENT WITH THE BROWARD COUNTY SHERIFF’S OFFICE FOR ENHANCED PATROL SERVICES IN THE AMOUNT OF \$100,000 FOR THE 2024/2025 FISCAL YEAR AND IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR FUTURE FISCAL YEARS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**
- c. **Special Event Application: Seaside Players, “The Outsider” November 2024**
- d. **Resolution 2024-43 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH EVOLVTEC FOR CCTV SECURITY CAMERA MAINTENANCE SERVICES, UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF OAKLAND PARK INVITATION TO BID #091520; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**
- e. **Special Event Application: Community Church Flea Market 2024/2025 Season**
- f. **Special Event Application: Gentle Yoga 2024**

Commissioner Graziano stated that he wanted every entity submitting a Special Event Application to ensure that the Town is a named insured party if that Applicant is using Town property or is a vendor. He added that every vendor should provide the Town with a certificate of insurance, naming them as insured.

Vice Mayor Strauss made a motion, seconded by Commissioner DeNapoli, to approve a through f. Motion carried 5-0.

12. OLD BUSINESS

a. A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING REGULATIONS FOR THE SALE OF ALCOHOL AT BEACHFRONT HOTEL PROPERTIES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

At this time Mayor Malkoon opened public comment.

Joe Imbrogno, general manager of Plunge Beach Resort, stated that he supported the proposed Resolution. He provided an update on a pilot program approved by the Commission in February 2024 which was very successful. Plunge has developed a trash management process to ensure the cleanliness of the hotel's beach and waterfront. Beach attendants not only manage food service items when serving, but also walk the beach twice each day to pick up trash.

Mr. Imbrogno continued that hotel guests who may order food and alcohol from the beach are less likely to bring their own beverages to the beach. Plunge has served food and beverages to over 2000 guests since the approval of the pilot program. He encouraged the Commission to approve the proposed Resolution.

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

Development Services Director Campbell recalled that at the February 13, 2024 meeting, Mr. Imbrogno had requested approval for Plunge to serve food and beverages to customers using their beach chairs. The resort has over 100 rooms and includes a restaurant. The requested alcohol service would be generated from that restaurant between the proposed service hours of 12 p.m. and 3 p.m., seven days per week. Service is limited to hotel patrons who are identified by wristbands.

Additional conditions of approval outlined in the Resolution include:

- Only hotel guests using the hotel's beach chairs may order alcohol during the service hours; no walk-up customers are permitted
- The hotel has provided the Town with insurance information as well as appropriate licensing
- The hotel has provided a sketch of its service area
- The hotel has developed a trash management plan as described earlier
- Appropriate safety measures must be taken during sea turtle nesting season
- The approval is temporary in nature and would be reviewed after one year

Mayor Malkoon requested clarification of the trial period of the agreement. Development Services Director Campbell reiterated that approval was first granted in February 2024; the proposed Resolution would extend that approval for another year from its date of execution.

Mayor Malkoon also asked if the Commission was ever updated on the pilot program after it began. Development Services Director Campbell replied that no updates were scheduled or provided.

Mayor Malkoon commented that when he had requested an update on the pilot program over summer 2024, there had been little awareness that the program was ongoing. He pointed out that the Resolution does not address the success or findings of the pilot program, and emphasized that Staff must ensure there is appropriate follow-up on items such as this program.

Mayor Malkoon concluded that he remains supportive of the beachfront service program, as no complaints have been received.

Vice Mayor Strauss asked if the Town would need feedback on items such as the pilot program only if there were issues, or if feedback would be necessary in any case. Mayor Malkoon recalled that the original pilot program agenda item had been meant to come back before the Commission for an update. Vice Mayor Strauss observed that he had also heard no feedback on the program, and agreed that he continued to support it going forward.

Commissioner Pouloupoulos advised that he had also heard no information about the pilot program. He asked if the Downtown businesses and restaurants which serve alcohol are allowed to do so to patrons who are going to the beach. He noted that this type of service would likely need to be done in closed containers. Town Attorney Trevarthen replied that the Town administration and Staff would need to discuss rules for this type of service before allowing it.

Commissioner Pouloupoulos explained that he wished to know if Plunge would continue to be the only entity serving alcohol on the beach in Lauderdale-By-The-Sea. Town Attorney Trevarthen replied that the Town has open container laws which would apply to the sale of alcohol; however, the issue is more complex, as there are occasional Town events at which alcohol sales might be involved. The open container law is a municipal Ordinance.

Town Manager Connors further clarified that a recently adopted State Statute permits the sale of alcohol to go in closed containers. This change was made during the COVID-19 pandemic.

Commissioner Pouloupoulos explained that he felt if sale of alcohol on the beach is permitted for one business, other Downtown businesses should be allowed to do so as well. Mayor Malkoon pointed out that the Plunge is a hotel with private guests.

Commissioner Graziano commented that he was surprised some Downtown restaurants did not sell alcohol to beachgoers, as he felt they are also entitled to do so. He added that he was in favor of the pilot program, recalling that it restricted service to only a few hours per day. He did not oppose expanding those hours, although he expressed concern with the possibility that other businesses may wish to promote the sale of alcohol on the beach.

Mayor Malkoon requested that in the future, Resolution numbers be included on all Resolutions. It was clarified that the Resolution in question is Resolution 2024-44.

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

b. Friday Night Music Series

Events and Marketing Manager Katie Anderson recalled that at the September 18, 2024 Commission meeting, the Commission directed Staff to bring back the 2025 Friday Night Music Series for additional discussion. This discussion included the following directives:

- Update on donation(s) for the 2024 Friday Night Music Series: at present, the Town has received no money, although they have received a letter from the donating vendor which indicates that paperwork has been processed for the issuance of a check; the Town has also received donations from Aruba Beach Café, the Village Grille, Vinny's, and 101, each in the amount of \$500, totaling \$2000; these donations are good faith payments to be used toward the 2025 Friday Night Music Series
- The Town reached out to other municipalities to ask how similar outdoor music series were funded; at this time, all responses have indicated that the programs are budget items
- Discussion on whether or not the 2025 Friday Night Music Series would move forward: Staff requests direction on this issue so they may begin contracting with quality entertainment for the 2025 series if the six dates are approved

Mayor Malkoon recalled that the Town received word that the donation from a vendor has been approved, although no funds have been received thus far. He asked if the 2025 series will receive a similar commitment, or if the \$2000 in donations from Downtown restaurants will be the only pledged funds. Events and Marketing Manager Anderson replied that at this time there has been no directive regarding a required amount.

Mayor Malkoon noted that the businesses had indicated their donations were made in good faith, and requested clarification of whether or not additional funding should be expected or if \$2000 would constitute the full contribution.

Commissioner Graziano recalled that at the previous Commission meeting, he had described the Downtown businesses that would benefit from the event as less than reliable partners if they did not pay \$15,000 toward the series. He was not satisfied with the letter received from the vendor.

With regard to funding, Commissioner Graziano continued that only a few reliable and responsible entities have put forward any money thus far. While he did not oppose the Friday Night Music Series, he expressed concern with funding, stating that he would like other participants who benefit from the event to act as reliable partners with both the Town and the restaurants.

Commissioner Graziano added that he also had safety concerns, pointing out that the placement of the stage for the Friday Night Music Series is very close to A1A. He cautioned that the location was described by a former BSO Captain as "one of the busiest corners in South Florida," and noted that the configuration of the roadway and the level of traffic raise concerns for safe access to the Town's commercial district.

BSO Captain Bill Wesolowski addressed the safety concerns, recalling that in 2024, all Friday Night Music Series events were conducted safely at their regular location. While he did not dispute the level of traffic at the subject intersection, he stated that the preventative measures enacted at that location include water barriers, lighted Police cars along A1A, flashing signage, and a center lane closure so traffic cannot continue eastbound on Commercial Boulevard. These measures are put into place in the early afternoon on event dates.

Captain Wesolowski continued that bollards are being added across A1A as part of that roadway's resurfacing project to further reinforce safety. He concluded that if it is the

Commission's desire, the meridian barriers used for events such as Christmas-By-The-Sea, as well as more advanced roadway closures, are another option as well.

Commissioner Graziano asserted that the discussion is not intended to address possible additional roadway closures, but to focus on traffic on A1A, which he felt poses a high risk for pedestrians. He was also not in favor of limiting business opportunities or valet service for the Friday Night Music Series, concluding that his greatest concerns for safety involved traffic turning in the subject area or traveling north on A1A.

Mayor Malkoon asked if it would be possible to close an alleyway in the subject area. Captain Wesolowski explained that the alleyway is used by valet service for Aruba Beach Café. He noted that five BSO Deputies currently work the Friday Night Music Series, and it may be possible to add another Deputy if that is the Town's desire.

Vice Mayor Strauss recalled that during the previous event season, the Town had relocated the stage closer to the beach to provide more room for pedestrian traffic. He also pointed out that alcohol is not sold at the Friday Night Music Series, except by restaurants in the area.

With regard to funding, Vice Mayor Strauss continued that in fiscal year (FY) 2024, the Commission had asked for Downtown businesses to participate in the event by making a token contribution. He advised that this has been done, and did not take issue with the pending check from the vendor. He felt the businesses have acted responsibly toward continuing the Friday Night Music Series, and that further donations may come in the future.

Vice Mayor Strauss also addressed noise, stating that most residents in and near his neighborhood have responded very positively to the music events. He asserted that he has had no negative experiences related to noise from the series. He felt it would be a disservice to the Town to eliminate the Friday Night Music Series, and hoped it would continue.

Commissioner DeNapoli asked how much each Friday Night Music Series event costs the Town. Events and Marketing Manager Anderson explained that each event costs approximately \$8000, although \$10,000 is budgeted per event. The overall series includes some marketing costs as well. Four out of five scheduled events were held in the 2024 season and six are proposed for 2025. No specific amount had been cited as the expected contribution from businesses in 2024. The \$15,000 amount had been determined during internal discussions by contributing businesses.

Town Manager Connors recalled that the businesses had worked with the vendor to secure the \$15,000 commitment; however, there had been no expectation of any amount to be contributed by the businesses when the 2024 budget was discussed. Mayor Malkoon added that the businesses had made a collective purchase through the vendor.

Commissioner DeNapoli commented that there should be clarity on what is asked of participants in any agreement about the Friday Night Music Event. If the businesses had made a commitment to provide funding and had not done so, he felt there should be some consequence; if the donation had only been discussed later, this would make a significant difference. He recalled that when the events were discussed at the previous Commission meeting, there had seemed to be some expectation of the \$15,000 funding commitment.

Vice Mayor Strauss stated that there had been no expectation of a funding commitment from the businesses in FY 2024, although he clarified that he had indicated the businesses should have some type of involvement, such as a token contribution, to show their interest in the event. He emphasized that there had been no initial expectation of a payment, nor of a specific amount.

Commissioner Graziano emphasized that he wanted to see changes regarding the Friday Night Music Series with regard to both improved public safety and greater participation from businesses. He requested clarification of the involvement of the alcohol vendor in the events.

Peggy Mohler, owner of Aruba Beach Café, explained that the vendor, Republican National, is a major wholesaler. The Downtown restaurants worked together and requested that the vendor make a donation toward the Friday Night Music Series. Each restaurant ordered a certain amount of specific brands of alcohol carried by the wholesaler.

Commissioner Graziano reiterated that he wanted to see more participation by the businesses in the Friday Night Music Series. He characterized the Town's relationship with the businesses as a partnership, with both parties invested in each other's success. He added that the series is funded by taxpayer dollars, which was one reason he felt the businesses should help pay for the events. He concluded that he was "unrelenting" with regard to safety issues.

Commissioner Pouloupoulos recalled that he was not entirely supportive of the Friday Night Music Series, which was originally sponsored by private entities. When those

entities discontinued the event, the Town made a choice to bring it back using taxpayer money. He also recalled that the Vice Mayor had indicated a desire for the businesses to make a commitment to the event, and had believed that Staff would pursue negotiations to that effect.

Commissioner Poulopoulos asserted that he did not believe taxpayers should have to fund events that were privately sponsored for several years. He expressed concern with the use of the Downtown area as a venue, which makes many businesses inaccessible, as well as with the Town's funding of the events. He felt the businesses should bring back the events if they wish to continue them.

Vice Mayor Strauss made a motion to approve. [The motion died for lack of second.]

Commissioner Poulopoulos made a motion, seconded by Commissioner Graziano, to deny. Motion failed.

Commissioner DeNapoli made a motion to approve five Friday Night Music Series events.

Events and Marketing Manager Anderson requested clarification of which of the currently proposed six dates would be dropped. It was determined that the June date would be dropped and the events would run from January through May 2025. The June date would remain as an alternative in the event of inclement weather.

Vice Mayor Strauss seconded the motion. Motion carried 3-2.

- c. Resolution 2024-30 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, REVISING THE TOWN OF LAUDERDALE-BY-THE-SEA PAY PLAN TO INCORPORATE NEWLY ESTABLISHED CODE COMPLIANCE POSITIONS; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE REVISED PAY PLAN BY ESTABLISHING TWO NEW POSITIONS AND PAY FRAMEWORK AND ESTABLISHING JOB DESCRIPTIONS; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.**

At this time Mayor Malkoon opened public comment.

Marc Pearson, 1921 Water's Edge, stated that hiring internal staff is more likely to be a permanent change, and therefore requires very accurate information including expenses, reorganization, supervision, and other commitments. He recommended that the Town consider extending the current Code Compliance Officers' services while the option of new Town hires is explored.

Town Manager Connors advised that Staff has researched this issue and spoken with different organizations that provide municipal Code Officers. SAFEbuilt, which recently purchased vendor Calvin, Giordano and Associates, requires a 2.1 multiplier for hires to cover administrative fees. This would mean if the Town hired an employee at \$50,000, they would be required to pay SAFEbuilt \$105,000 for that position.

Town Manager Connors continued that the Town plans to add a supervisor to provide additional oversight to Code Compliance. This position was included in the budget. It would be cost-prohibitive to hire this employee from SAFEbuilt with the 2.1 multiplier for this position, as supervisory salaries range from \$90,000 to \$135,000. She concluded that Staff determined that hiring Code Officers as Town Staff will give the Town both greater discretion over its employees and more affordability in the long run.

The Code supervisor's title would be Assistant Director of Development Services (Code Compliance). This is to ensure consistency with the Town's pay plan. Two Code Compliance Officer positions are also proposed. The positions are budgeted through both the General Fund and the Building Fund.

Development Services Director Campbell further clarified that the Assistant Director of Development Services (Code Compliance) position would have a salary range of \$90,640 to \$135,960, while the two Code Compliance Officer salaries range from \$51,500 to \$77,250.

The rationale behind the request is to bring Code Compliance in-house for the Town and provide better service at a lower cost in comparison to the current contractor, SAFEbuilt. The Town has used SAFEbuilt for Code Compliance since 2011. The current contract with that vendor will expire on December 30, 2024.

Development Services Director Campbell advised that Staff requests to transition from contracted service to in-house Code Compliance as the contract nears expiration. There has been a noticeable decline in the quality of service from the current contractor as the expiration date approaches. Providing in-house Code Compliance Staff would give the Town better control over those operations.

The estimated cost of continuing services with SAFEbuilt into 2025 with three employees would be approximately \$486,500; however, the estimated cost of three in-house employees, including benefits and both vacation rental and Code Compliance software, would be roughly \$400,000. These estimates include a 0.3 multiplier for benefits and software costs, bringing the total savings to over \$75,000/year.

Staff requests immediate approval of the positions in order to facilitate the transition from SAFEbuilt to Town employees. Staff has met with SAFEbuilt, which has agreed to assist in the transition if the positions are approved.

Mayor Malkoon asked if the proposed salary ranges also include estimated benefits. Town Manager Connors stated that benefits constitute approximately 30% of salary, which is included in the estimated total.

Mayor Malkoon also recalled that Staff had discussed SAFEbuilt's multiplier with that contractor. Town Manager Connors replied that the multiplier was first discussed some months ago. SAFEbuilt had indicated that if the Town went out to bid instead of extending their contract, their rate would change from \$68/hour to \$112/hour for a regular employee. If the contract was extended, the company would keep the current 2.1 multiplier, which comes to approximately \$68/hour.

Mayor Malkoon commented that when this contract was discussed at a previous meeting, he had been disappointed in SAFEbuilt and their representatives' actions in regard to negotiations. He concluded that the company's behavior had been unprofessional.

Commissioner Pouloupoulos concurred with Mayor Malkoon's comments regarding SAFEbuilt, and noted that no representative of that contractor was present at tonight's meeting. He added that approving the positions within the budget is not the same as filling those positions, suggesting that the Town may wish to begin by filling one position and then determining if there is a need to fill the other.

Town Manager Connors explained that Staff is requesting the creation of the positions so they can seek acceptable applicants to fill them. She recommended that the Commission not create the positions if they do not plan to fill them, reminding them that SAFEbuilt has indicated they will help the Town with the transition from contracted to in-house services.

Town Manager Connors continued that it can be difficult to fill Code Compliance Officer positions, as the candidates must have specific training. This means the Assistant

Director of Development Services may be supervising SAFEbuilt Code Officers until the contractor transitions out. The Code Compliance Officer positions will be immediately advertised if approved.

Commissioner DeNapoli made a motion, seconded by Commissioner Graziano, to approve. Motion carried 5-0.

The Commission took a five-minute recess at this time.

13. NEW BUSINESS

a. Special Event Application: Chanukah Festival December 29, 2024

Events and Marketing Manager Anderson advised that Rabbi Bentzion Singer, representing Chabad Lauderdale-By-The-Sea, has submitted a Special Event Application to hold the annual Chanukah Festival in Connie Hoffmann Plaza on Sunday, December 29, 2024.

The annual Chanukah Festival includes a live band, a menorah lighting ceremony, and complimentary refreshments. As in previous years, Aruba Beach Café will move its outdoor dining tables and assist in catering for the event, as well as participating in setup and cleanup. The Applicant will coordinate these details directly with Aruba.

The Application was submitted on August 26, 2024, which was one day before the Town's new Special Event fee structures were adopted by the Commission. The fees outlined in Resolution 2017-41 will be honored. The Applicant requests waiver of the Application fee as well as the electrical use and Plaza use fees. The Commission has historically agreed to waive these fees, which is consistent with their treatment of fees associated with the Town's annual Community Church Easter service, also held in the Plaza. The total fees would be \$365.

The Applicant requests that the Town co-sponsor the event with a financial contribution of \$2000. Staff recommends that the Commission continue to waive Town fees but decline the financial donation request.

The Applicant also requests seven undesignated parking permits for the hours of 3 p.m. until 10 p.m., which carries a \$196 value. Staff recommends approving these permits.

Staff recommends approval of the Special Event Application with the conditions outlined in the event permit. They also recommend approval of waiving the \$365 in fees and providing the seven parking permits. Staff requests Commission direction on the \$2000 donation.

Mayor Malkoon asked if the donation would be the same as sponsorship. Events and Marketing Manager Anderson confirmed this.

Vice Mayor Strauss stated that the annual Chanukah Festival is similar in nature to the Town's Christmas-By-The-Sea event, of which the Town is a sponsor. He emphasized that the event is open to all and the \$2000 contribution would help defray costs. He concluded that sponsorship of the event is overdue.

Commissioner Poulopoulos advised that while he is fully supportive of the Chanukah Festival, he would stand by his previous position on co-sponsorship of events with religious themes. He observed that Christmas-By-The-Sea does not include these themes, and that other religious organizations which hold events in the Town do not request Town sponsorship. He concluded that sponsorship of one religious event could lead to the consideration of sponsoring all such events.

Rabbi Bentzion Singer, Applicant, agreed that there should be no differentiations of sponsorships of religious events, but pointed out that the Town is a sponsor of Christmas-By-The-Sea. For this reason, he felt the Town should also sponsor the Chanukah Festival.

Commissioner Poulopoulos asked if there are any religious elements to the Chanukah event. Rabbi Singer explained that the event welcomes the community at large and has a universal message of light over darkness. The message is not aimed at a specific audience. A menorah is lighted at the ceremony. He concluded that the request is for fair and equal treatment of events.

Commissioner Poulopoulos asked how the Town's sponsorship funding would be used, stating that the Town is aware of how its taxpayer funding of the Christmas-By-The-Sea event would be used. He expressed concern that other applicants may choose to request Town sponsorship of events in the future, and the Town must be able to ask them how their funds would be used.

Rabbi Singer advised that the request would help to defray the costs of the event, which costs upward of \$10,000. He offered to provide an itemized budget for the event,

emphasizing that it would not go toward Chabad Lauderdale-By-The-Sea's overall operational costs.

Commissioner Pouloupoulos noted that the request is for \$2000 to co-sponsor an event that is expected to have 100 attendees, and asked if an estimated dollar amount per attendee could be used as a guideline when considering future requests. Rabbi Singer emphasized that the attendance number is only an estimate.

Town Attorney Trevarthen stated that there is a wide range of events with which the Town may be presented in the future, with wide-ranging estimated attendances. Each organization's plans for these events may have substantially different cost profiles. She cautioned that comparability of events is not simple.

Town Attorney Trevarthen continued that law has evolved in a manner that allows the Town to consider co-sponsorship of the Chanukah Festival without violating the Bill of Rights' establishment clause. She also recommended that the Commission keep in mind that different religions may not be treated differently, and pointed out that courts have found Christmas-themed events, such as Christmas-By-The-Sea, to be secular in nature. The act of saying a prayer during menorah lighting can be seen as religious imagery.

Commissioner Pouloupoulos observed that he would like to establish some type of objective rubric which could be used to evaluate future sponsorship requests. Town Attorney Trevarthen advised that the Town may wish to develop a sponsorship policy which could be applied to events.

Mayor Malkoon noted that Christmas-By-The-Sea is an event run by the Town, which means it is a separate policy. He asked if the Town made a contribution to the 2023 Chanukah Festival. It was confirmed that no funding was provided, although the Town waived the fees for last year's event and approved the requested parking passes.

Commissioner DeNapoli asked if there are any current standards required of organizations receiving Town funds, such as status as a 501(c)3. Town Attorney Trevarthen reiterated that the Town has not entered into sponsorships of this nature before, and again recommended that Staff look into the development of a sponsorship policy.

Town Attorney Trevarthen further clarified that in the past, the Commission has been advised that it is not legally permissible to fund events with a religious themes; however, three years ago, when the U.S. Supreme Court indicated they may be evolving on the

issue, it could no longer be said that the establishment clause prohibits discussion of sponsorships of religious events.

Commissioner DeNapoli observed that there have been cases that distinguished between symbols such as Christmas trees and menorahs. Town Attorney Trevarthen noted that cases addressing holiday displays have been stable for some time, particularly when a multitude of symbols are used. She noted that the Town also has the option of establishing a policy in which any entity receiving Town co-sponsorship dollars must be a registered nonprofit.

Town Manager Connors stated that in the past, the Town has approved the Chanukah Festival but declined co-sponsorship. She acknowledged the questions raised by Commissioners DeNapoli and Pouloupoulos as well as by the Town Attorney, and suggested that the Commission consider approving the event at tonight's meeting, with the intent of coming back to address sponsorship policy.

Commissioner Graziano also stated that while he was in favor of the Chanukah Festival, he found sponsorship to be a potential issue. He expressed concern with the legal complications of the request, and proposed that Chabad Lauderdale-By-The-Sea consider applying for Town funding when other nonprofit entities request donations during budget season, as they perform significant community work within the Town. Rabbi Singer clarified that Chabad Lauderdale-By-The-Sea is registered as a 501(c)3 organization.

Vice Mayor Strauss agreed that Commissioner Graziano's proposal that Chabad Lauderdale-By-The-Sea consider making a nonprofit donation request may be a potential solution. He observed that the Commission could revisit the FY 2025 budget to provide a charitable donation.

Commissioner DeNapoli asserted that he was in favor of further researching the law in relation to the funding of non-religious benefits, as well as the determination of which elements of an event may be considered religious or secular, or whether a municipality may hold a secularized version of an event.

Commissioner DeNapoli made a motion, seconded by Commissioner Pouloupoulos, to authorize the event with all waivers.

Commissioner Pouloupoulos also spoke in support of Commissioner Graziano's proposal to consider a charitable donation rather than sponsorship, reiterating that his primary

concern was with the possibility that other entities might make questionable requests in the future.

Mayor Malkoon stated that he did not take issue with approving the event or waiving the fees. He added, however, that until there is greater clarity on the sponsorship issue, he would not be in favor of providing those funds. He further clarified that he was willing to have the Town make a donation toward the event, and for Chabad Lauderdale-By-The-Sea to make a charitable donation request in the future as part of the Town's budget process.

Commissioner DeNapoli restated his **motion** as follows: **motion to approve the event, waiving all fees. Commissioner Pouloupoulos seconded the motion. Motion carried 5-0.**

Commissioner DeNapoli observed that the Town may need to conduct additional research into options for applying for charitable donations, such as applying for a separate entity specifically related to the Chanukah Festival. Town Attorney Trevarthen stated that she saw two policy issues in this case: the Town needs a policy for the sponsorship of events, as well as a policy addressing nonprofit donations which involve religious organizations. She concluded that she would be happy to look into this further with the guidance received at tonight's meeting.

b. Resolution 2024-37 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH REP SERVICES, INC. FOR PURCHASE OF PARK AND PLAYGROUND EQUIPMENT, UTILIZING THE TERMS AND CONDITIONS OF MANATEE COUNTY SCHOOL DISTRICT CONTRACT OF AWARD AGREEMENT NO. 21-0053-MR; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Deputy Town Manager/Public Works Director Rubach recalled that the process of purchasing playground equipment began in 2023 with resident input. Since then, Town Staff has revised several concepts and held a final resident input meeting resulting in the selection of equipment. It is brought forward separately from a discussion of turf, which will be presented at the next Commission meeting, because some of the playground

elements must be custom-made and take longer to produce. The goal is to purchase the equipment by early to mid-summer 2025. The cost of the equipment is \$594,211.68.

Commissioner DeNapoli commented that he was pleased with the new design of the equipment, which includes shade elements. Commissioner Graziano agreed as well, asking if the cost of flooring would exceed the budget for the items. Deputy Town Manager/Public Works Director Rubach reminded the Commissioners that the Town has also secured \$200,000 in grant funds toward the new equipment.

Commissioner Graziano made a motion, seconded by Commissioner DeNapoli, to approve.

Commissioner Pouloupoulos also addressed options for flooring, noting that these may be limited due to the need for compliance with the Americans with Disabilities Act (ADA). Deputy Town Manager/Public Works Director Rubach stated that Staff is currently deciding between synthetic turf and a rubberized surface.

Mayor Malkoon stated that while he was in favor of the design and the shade structures, he was uncertain about the function and maintenance of a misting element. He requested clarification of the life expectancy of the equipment. It was clarified that warranties are based upon the components of the playground; however, proximity within 500 yards of the ocean also halves the warranty for some equipment.

Motion carried 5-0.

c. Application for Relief from Code Compliance Lien at 4217 El Mar Drive.

Mayor Malkoon advised that Items 13.c and 13.d would be discussed together and voted upon separately.

Development Services Director Campbell explained that the Town's mitigation policy was established in 2010 in order to encourage the renovation of properties with Code violations. The policy was amended in 2013 to allow lien settlements for single-family homes that remained in violation, and amended once more in 2014 to address commercial and multi-family properties as well.

The Town's lien mitigation policy allows for lien reductions of less than 50% to be approved by the Town Manager, with more significant reductions requiring Town Commission approval. Mitigation applications must consider the following:

- Nature and gravity of the violation
- Actions taken to correct the violation
- Time between compliance deadline and the date of compliance
- Cost incurred to correct the violation
- Previous or current violations by the respondent

The Application for the property at 4217 El Mar Drive was submitted by MP Holding, LLC. All Code violations have now been brought into compliance on that property. The violation was for air conditioning (AC) “mini-splits” installed without a permit. The lien on the property totaled \$74,700.

The new property owner, who assumed ownership of the property in August 2023, has requested a 95% lien reduction and proposed a settlement of \$4000 for the property at 4217 El Mar Drive. Permit compliance was reached after 275 days of noncompliance, with a permit fee of \$1092.80.

Development Services Director Campbell also noted that between the two properties at 4217 and 4225 El Mar Drive, the property owner has invested \$600,000 in property improvements. Staff recommends that the Commission determine an appropriate lien mitigation amount and require payment by November 8, 2024. If not paid by the deadline, the lien would revert to the original amount of \$74,700.

Development Services Director Campbell also addressed the property at 4225 El Mar Drive, also known as the Buena Vista Hotel. The Applicant purchased this property on August 23, 2023. The violations were for multiple AC units installed without a permit as well as for maintenance and structural issues. The lien total for this second property is \$325,400. The Applicant has submitted all necessary permits to address violations for AC installation as well as roofing and structural repairs, and requests a 95% reduction, which would result in a total payment of \$16,000.

The violations were brought into compliance after the Applicant's purchase of the property. Permitting and administrative fees have been paid, with permit fees totaling \$7595.96. Staff also recommends that the Commission hear from the Applicant, determine an appropriate lien mitigation amount, and request full payment no later than November 8, 2024, or the lien would revert to its original amount of \$325,400.

Jose Del Toro, Chief Operating Officer for MP Holdings LLC, stated that the company's main focus in purchasing the subject properties was to quickly turn the properties around.

They have secured over five separate permits for the work on the two properties and request consideration of lien reductions.

Mayor Malkoon requested clarification of the new use of the properties. Mr. Del Toro explained that the Buena Vista Hotel will continue to operate as a hotel use.

Mayor Malkoon advised that the Town's Code Compliance process is intended to improve properties in the community which have been eyesores. He acknowledged that the Applicant has invested significantly and worked quickly to improve the properties and bring them into compliance, with no further safety issues.

Commissioner Graziano commented that the two properties have separate mitigation issues, and stated he was not in favor of reducing a \$400,000 lien to below \$20,000. He wished to discuss the Town's mitigation process in greater depth in order to control the costs of fines before they reach such a significant level. He suggested the Town may wish to consider a new policy. Mayor Malkoon pointed out that the Town has placed a lien on the subject properties, which the Applicant is now seeking to mitigate.

Vice Mayor Strauss expressed concern that mitigating the fines associated with the two properties could send the wrong message. He recalled that liens were allowed to accrue on the properties because they were intended to be sold to a new owner who would ask the Town to reduce the liens. This allows less scrupulous parties to ignore the liens they are accruing.

Vice Mayor Strauss continued that the Applicant purchased the properties with the knowledge of the liens, and that the liens likely contributed to a lower sale price for the properties. He explained that his concern was not for new investors who improve the properties they purchase, but with the parties who commit and perpetuate violations without concern for their impacts on the Town.

Vice Mayor Strauss concluded that he, like Mayor Malkoon, was in favor of mitigating the liens in these cases, but wished to point out his concerns with the process. He suggested that in the future, the Town may wish to modify their processes to allow them to catch violations and pursue liens more stringently in the future.

Commissioner DeNapoli asked if the liens on the subject properties influenced negotiations with the seller. Mr. Del Toro confirmed this. Commissioner DeNapoli asked if the Town has a program which would allow potential purchasers to come before the Commission in advance of making a purchase. Town Manager Connors advised that this

is part of the lien application process, although it has only occurred once. Commissioner DeNapoli concluded that he was in favor of further discussion of the process, as well as with granting the mitigation requests before the Commission today.

It was further clarified that the Applicant paid a \$500 application fee as well as all outstanding administrative costs before their mitigation requests were allowed to go forward.

Commissioner Graziano made a motion, seconded by Commissioner DeNapoli, to mitigate the lien on 4217 El Mar Drive by 95% to \$4000 as well as other Staff costs, to be paid by November 8, 2024 or the lien would revert to its original amount of \$74,700. Motion carried 5-0.

d. Application for Relief from Code Compliance Lien at 4225 El Mar Drive.

Commissioner Graziano made a motion, seconded by Commissioner DeNapoli, to mitigate the lien on 4225 El Mar Drive by 95%, reducing it to \$16,000, to be paid by November 8, 2024 or the lien would revert to \$325,400. Motion carried 5-0.

14. COMMISSIONER PRESENTATIONS

Commissioner DeNapoli recalled that there had been previous discussion of the Commission providing additional communication to Town residents regarding the upcoming ballot initiative. He expressed concern that this was not achieved by the time certain of October 1, as determined during that earlier discussion. He noted that the communication was not sent out until October 4, 2024.

Commissioner DeNapoli also stated he would have liked to see the ballot initiative mentioned in the October 3, 2024 edition of *Town Topics*, as well as a printed version of the initiative which would be separately produced. He felt that the digital version of *Town Topics* should have included the information. He requested that the Commission vote or demonstrate consensus that this information should be sent out in the next digital version of *Town Topics*.

Town Manager Connors advised that the intent was to include the ballot initiative information in *Town Topics*; however, the regular quarterly issue was delayed. Staff ensured that *Town Topics* was designed by the contractor, reviewed by multiple parties, and printed and mailed by the vendor. She concluded that they had done the best they could to provide the information in a timely manner.

Town Manager Connors added that the ballot initiative information will be included in the upcoming digital version of *Town Topics*, as originally planned. She was not certain of when the printed edition would be available.

Mayor Malkoon requested clarification of the distribution of the printed postcard which had included information on the ballot initiative. Assistant to the Town Manager Courtney Easley replied that the postcard was sent to every property owner in Lauderdale-By-The-Sea, which meant that some Town-owned properties received it as well. The intent was to ensure that no properties were missed.

Commissioner DeNapoli reiterated that he was disappointed the information was not sent out by the time certain determined at the earlier meeting. He also wished the Commissioners had been updated on the process.

15. COMMISSIONER COMMENTS

Vice Mayor Strauss encouraged all residents to take safety precautions during Hurricane Milton.

Commissioner Graziano noted that the Columbus Day holiday will be recognized on Monday, October 14, 2024. He added that he attended the recent “Coffee with a Cop” event and attended a Chamber of Commerce networking event. He also requested a sketch of the proposed public safety building so it can be discussed at the next Commission meeting.

Commissioner DeNapoli wished the best to residents of Florida’s West Coast, who are likely to be affected by the hurricane.

Mayor Malkoon and Commissioner Graziano recognized the recent grand opening of Crema Gourmet Coffee Shop.

Mayor Malkoon also encouraged residents to remain safe during the hurricane, particularly on roadways.

16. ORDINANCES 1ST READING

- a. Ordinance No. 2024-10 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 18, “TAXATION**

AND FINANCE,” ARTICLE V, “INVESTMENT PLAN,” OF THE CODE OF ORDINANCES TO AMEND AUTHORIZED INVESTMENTS, QUALIFICATIONS OF FINANCIAL INSTITUTIONS AND DESIGNATION OF PRIMARY INVESTMENT OFFICER; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

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

Deputy Town Manager/Public Works Director Rubach explained that the Town recently reviewed its investment policy, which had not been updated since 1996. There were a number of issues to be addressed, including the current inability of the Town to invest with Truist Bank due to policy language. Staff has worked with South State Bank to purchase Treasury Bills earlier today.

Mayor Malkoon commented that he wished for the Town to ensure policies such as this are reviewed in a timely manner. Deputy Town Manager/Public Works Director Rubach confirmed that Staff has updated its processes to include yearly review of policies.

Mayor Malkoon also asked what processes are in place to ensure that policies are reviewed and addressed in the future. Town Manager Connors replied that the Town recently contracted with Vendor Registry, which alerts Staff when reviews are due. This process is being used for contracts, insurance, and other elements as well.

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

17. ORDINANCES 2ND READING

None.

18. RESOLUTIONS – PUBLIC COMMENTS

None.

19. QUASI JUDICIAL PUBLIC HEARINGS

None.

20. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 10:18 p.m.

Mayor Edmund Malkoon

ATTEST:

Katrina Adler, Town Clerk

Date



Agenda Item No: 12.a.

Town Commission Agenda Item Report

Meeting Date: October 22, 2024

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

Submitting Department: Administration

Item Type: Presentation

Agenda Section: OLD BUSINESS

Subject Title: South Silver Shores Update

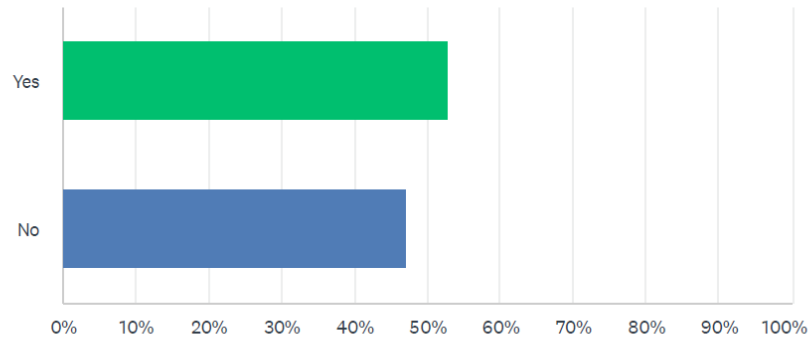
Explanation: Staff initially met with South Silver Shores residents on June 30th, 2023 to discuss a series of traffic concerns in their neighborhood. The main issues they expressed were speed and amount of traffic in their neighborhood and also the impact of the Benihana restaurant at the entrance to their neighborhood. Staff met with the residents and worked with Baxter Woodman engineering firm. At the neighborhood's request, the Commission hired Baxter Woodman to complete a traffic study that would determine the extent of the issues expressed by the residents and recommend traffic-calming options to address these issues, if warranted. Residents asked the Town to delay the project until the high season so that a full understanding of the traffic issues would be captured during the data collection. The completed Baxter Woodman study did not show speeding that would support the need for speed humps, nor did the data support a street closure at East Tradewinds to reduce neighborhood traffic - both suggestions of residents at previous meetings.

At the May 28, 2024, Commission meeting, the Commission authorized a temporary southbound lane closure on W. Tradewinds Avenue south of Basin Drive, which was one of the traffic study's recommendations. The temporary closure began on Tuesday, June 18, 2024, and concluded on August 13, 2024. At the conclusion of the trial, staff surveyed the 80 South Silver Shore homes and received 36% response to the survey (29 homes and 36 individual replies). Below are the survey results.

South Silver Shores Temporary Road Closure

Q4 In your opinion, did the closure help reduce traffic in the neighborhood?

Answered: 36 Skipped: 8

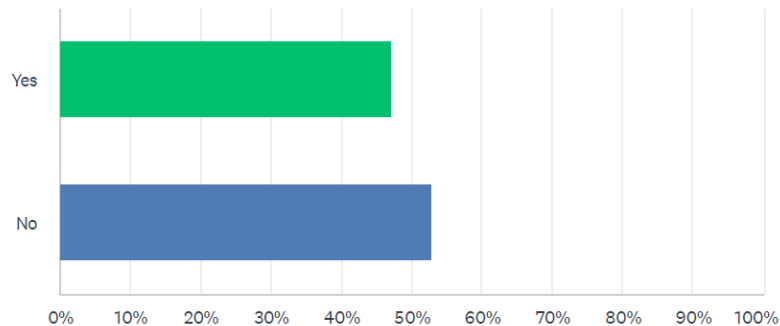


ANSWER CHOICES	RESPONSES	
Yes	52.78%	19
No	47.22%	17
TOTAL		36

South Silver Shores Temporary Road Closure

Q5 Would you like the closure to be made permanent?

Answered: 36 Skipped: 8



ANSWER CHOICES	RESPONSES	
Yes	47.22%	17
No	52.78%	19
TOTAL		36

The survey results were close and stated that while the majority felt the closure helped decrease traffic, they did not want it to be permanent. After receiving the results, staff held a

meeting on September 5, 2024, that was attended by 13 residents, for additional post-survey feedback. Discussion from the meeting is highlighted below.

Road Closure

The residents in attendance who were most impacted by the closure (those closest to it) did not want to see the closure implemented and did not want it near their homes. Other residents thought it helped reduce the traffic driving through their neighborhood and believed the inconvenience to their travel routine was negligible.

Speed in Neighborhood

Several residents were still concerned about speeding that was taking place in their neighborhood, especially those residents who had young children. While the speed study data does not support this, there is still a general feeling from the residents of the area that they would like to see some traffic-calming measures implemented, such as speed humps.

Benihana Restaurant

Concerns about Benihana were also raised regarding the vehicle stacking occurring at the restaurant's valet stand. Town staff have been monitoring Benihana and also asking residents to call the Town and BSO's non-emergency number when there is an issue so that we can address it in real-time. We have not had any additional reports since that time.

Given the results of the survey, staff is requesting Commission direction on whether they would like to:

1. Implement the permanent closure, which would be approximately \$20,000
2. Approve speed humps throughout the neighborhood. As previously discussed, the traffic data does not support them and staff would also need further direction as to the number and location of the speed humps. Traditionally, as part of the speed hump policy, 51% of the residents on the street affected agree to the placement of the humps as well as notify the residents who would be directly affected by their placement. If the Commission would like to move forward with speed humps, the Town's policy regarding this is attached to the memo. The cost for an individual speed hump is approximately \$4,000.
3. Remove existing asphalt shoulder along Basin Drive and landscape the area for approximately \$70,000. The Town received funding for traffic-calming in the Bel Air and Silver Shores neighborhoods. Staff is contemplating a more comprehensive improvement plan for Basin Drive that would include this area and also address some of the congestion and speeding concerns within this neighborhood.
4. Take no further action.

The FY25 CIP budget includes \$150,000 for neighborhood traffic-calming projects.

Recommendation: Staff requests Commission direction on whether any traffic-calming measures should be implemented within the South Silver Shore neighborhood.

Exhibits:

1. Speed Table Request Policy

Speed Table Request Policy – Approved by Commission October 27, 2015

Step 1 To start the process, the proponent should submit a petition to the Town signed by 51% of the property owners on the actual street or streets on which the speed humps are proposed to be placed. The petition should have the printed name and address, and signature of each person who signs it and should be specific about where they are requesting the speed tables be located. An email from an individual will be accepted as a petition signature if it indicates support and provides the person's name and address.

Step 2 Upon receipt of such a petition, Town staff would place the item on the agenda to see if the Commission wants to proceed with the next steps, or is opposed to the proposed speed tables.

Step 3 With Commission direction to proceed, staff would ask the County to do the speed study and accident data reviews required to determine whether the speed tables are warranted by traffic engineering standards. (The purpose of this step is to see if we have to assume liability for speed tables if installed, or whether the County does under the terms of our traffic engineering services agreement.)

Step 4 County study results are presented to the Commission and direction sought on whether to proceed to next step.

Step 5 Assuming the Town Commission wishes to proceed, Town staff defines the area of affected residents and downloads a list of property owners who would be affected. That is given to the proponent (individual or civic association) in the form of a petition to acquire property owners' signatures.

Step 6 Proponent submits the signed petitions to the Town once they have acquired 51% of the property owners' signatures in agreement. Once again, an email from the property owner will be accepted as affirming the petition.

Step 7 Project is assigned to the Town Engineer to design the speed tables, bids are taken and brought back to the Commission for final approval/award.



Town Commission Agenda Item Report

Meeting Date: October 22, 2024

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Presentation

Agenda Section: NEW BUSINESS

Subject Title: Requirement for Measuring Fence Heights from Adjoining Lots

Explanation: The Town's code currently requires the height of fences, walls, and hedges to be measured from the natural contour of the ground on adjoining lots (**Exhibit 1, subsection 30-313(d)(1)a.**). This regulation aims to ensure consistency and fairness in height measurement between neighboring properties. However, this requirement has increasingly led to challenges for property owners in cases where adjacent lots have significantly different elevations or have undergone alterations such as grading or filling due to FEMA flood requirements. Staff is suggesting the Commission consider amending the current code to remove the adjoining lots measurement and has identified three main reasons as listed below:

1. Variations in Lot Elevations:

In areas where adjoining lots differ significantly in elevation, the current regulation can result in discrepancies in fence height. For example, a fence that complies with height limits on one lot may appear substantially taller or shorter when viewed from a neighboring property. This inconsistency can lead to issues between property owners and more importantly can hinder a property owner from adequately screening in pools.

2. Simplifies Compliance:

Measuring fence height from the natural contour of adjoining lots can be complex and difficult for property owners to navigate, especially when boundaries and elevations are unclear. This regulation often necessitates professional surveys, adding cost and time to simple fence or wall projects. Simplifying the measurement process by eliminating this requirement would reduce the administrative burden on property owners and town staff.

3. Fairness and Consistency:

The current rule can create unfair situations where a homeowner's ability to erect a compliant fence depends on the conditions of an adjacent lot. Eliminating the adjoining lot measurement requirement and instead standardizing measurement based on the property installing the fence would ensure consistency and fairness in fence height regulations across all properties.

Finally, eliminating the requirement for fence and wall heights to be measured from the natural

contour of adjoining lots can simplify compliance, reduce disputes, and ensure that all pools are adequately screened in accordance with the Town code.

Recommendation: Staff recommends that the Town Commission direct staff to prepare an Ordinance eliminating the requirement for adjoining lot measurement. The draft ordinance would be reviewed by the Planning and Zoning Board before being presented to the Town Commission for final consideration.

Exhibits:

1. Sec. 30 313.____General Provisions

Sec. 30-313. General provisions.**(d) *Fences, walls and hedges.*****(1) Height, design, and location of fences, walls, hedges.**

- a. Height. The maximum height of any fence or wall shall be six feet, except where the fence or wall abuts property with business zoning, in which case the maximum height is eight feet. The height of fences, walls, hedges or plantings of whatever composition shall be measured from the natural contour of the ground on adjoining lots.
- b. Construction. All fences and walls shall comply with the Florida Building Code.
- c. Cement or concrete walls:
 1. Cement or concrete walls are permitted in all zoning districts, and must comply with the standards outlined in subsection 2., below.
 2. Except when a new wall directly abuts an existing wall or fence preventing compliance with this requirement, walls shall be finished on both sides with materials satisfying industry standards, such as painted stucco, prefinished block, or other prefinished materials, shall be compatible with proposed or existing buildings, and shall meet the following design guidelines:
 - i. Cement or concrete walls in the RS-4, RS-5 and RD-10 zoning districts which exceed four feet in height must provide a minimum of 25 percent openings to allow air circulation.
 - ii. Walls shall be designed with changes in material, color, texture, or profile to avoid the massive, linear aspect and monotony of otherwise plain walls. Walls over two feet in height shall not form a continuous straight line without an offset, change of direction, or significant vertical feature every ten feet to break up the length of the wall.
 - iii. Walls shall include finishing features such as, but not limited to, changes in texture or color, variety of materials, capstones, decorative painting or bands of tile.
- d. Fence/wall top features. The top of a fence or wall may contain architectural features and light fixtures. However, such features shall not extend more than 18 inches above the maximum height of the fence or wall, and the combined width of the features shall not exceed 20 percent of the total linear length of the fence or wall.
- e. Gates. A fence or wall may have a pedestrian entrance with a gate. Such an entranceway, including any archway, may be no greater than eight feet in height, and no more than eight feet in width. Gates must swing or slide in a manner which does not obstruct public rights of way.
- f. Maintenance. All fences and walls shall be maintained in good repair and in a secure manner. All defective structural and decorative elements shall be repaired or replaced in a workmanlike manner, to match as closely as possible the original materials and construction of the fence or wall. All surfaces shall have all graffiti and loose material removed. Any damaged portion of a fence or wall shall be repaired or replaced in a manner consistent with these standards. Any patching or resurfacing shall match the existing materials and shall be impervious to the elements, when possible.

- g. Hedges.
 - 1. All hedges shall be planted and maintained by property owners within the property lines and shall not encroach into the adjacent properties or right-of-way (ROW).
 - 2. The height of a hedge shall be maintained not to exceed 12 feet in all zoning districts, except in the RM-25 district, where the height of a hedge is limited to four feet in the front yard, except as otherwise provided in subsection "h." below.
- h. Visibility limitations.
 - 1. No fences or walls shall be constructed within 25 feet of the front property line or within 30 feet of the clear site triangle at the corner of the property on residential lots.
 - 2. No walls, fences, hedges or plantings shall be planted or maintained:
 - a. To a height exceeding 30 inches above the crown of the roadway within sight visibility triangles,
 - b. Within 25 feet of the intersection of the front and side street property lines,
 - c. Within ten feet of any driveway, within ten feet from the intersection point of the edge of a driveway and alley or street, or
 - d. Within 15 feet from the intersection point of the extended property lines at an alley and a street.
- i. Chain link fences. Chain link fences shall be completely hidden from view when viewed from any portion of the right-of-way in residentially zoned property. Chain link fences are prohibited in any business zoning district. Notwithstanding the non-conforming use and structure regulations set forth in section 30-137 of the Town Code, non-conforming chain link fences shall be required to comply with the above regulations within a two-year time period commencing on August 27, 2019.
- j. Placement of finished side. Except when a new wall or fence directly abuts an existing wall or fence preventing compliance with this requirement, fences and walls finished on only one side shall be placed to have the finished side facing out. If a fence or wall is erected and any portion is placed with an unfinished side facing out due to an abutting obstacle, then that portion shall be finished within 180 days of the obstacle being removed.
- k. Prohibited fence types. Barbed wire, electrified or razor wire fences, and fences or walls topped with barbed, electric or razor wire are prohibited, and shall not be erected or maintained on any property.
- l. Reserved.



Agenda Item No: 13.b.

Town Commission Agenda Item Report

Meeting Date: October 22, 2024

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Presentations

Agenda Section: NEW BUSINESS

Subject Title: Consider Authorizing Town Staff to Draft a Code Change to Allow Businesses to Use Window Decals Instead of Brown Paper

Explanation: Currently, Section 30-313 u. of the Code requires incoming businesses windows to be covered with brown or decorative paper during renovations or while vacant (**Exhibit 1**). This practice implemewas required to maintain a clean appearance and shield construction areas from public view. However, brown paper can detract from the aesthetic appeal of the Town, particularly in the business district, where tourism and pedestrian traffic are most prevalent and the paper often sags or rips making the window look messy.

Since this code section was adopted, business practice for window signage has changed and many businesses are using window wrap instead of paper. Staff is recommending the Commission direct staff to draft an ordinance updating this section of the Code. By allowing businesses to use temporary window decals like the one depicted below instead of brown paper, the Town of Lauderdale-By-The-Sea can promote a more attractive and engaging commercial environment, supporting local businesses and improving the visual appearance of the business district.



Reasons to Allow Window Decals:

1. Improved Aesthetic Appeal: window decals provide a more visually appealing

alternative to brown paper. Professionally designed signage can incorporate creative designs, local artwork, or branding that aligns with the town's charm. This could help beautify otherwise dull construction areas, enhancing the overall atmosphere of the town for residents and visitors.

2. Business Promotion and Marketing- sign decals can serve as marketing tools for businesses undergoing renovation or waiting to open. Rather than completely obscuring a storefront, decals could feature logos, business information, and "coming soon" messages, creating anticipation and potential customers even before the business opens.

3. Cleaner and More Professional - over time, brown paper can become worn, torn, or dirty, contributing to an unkempt appearance. Window decals, in contrast, are durable and easy to maintain, offering a cleaner, more professional look during construction periods.

4. Flexibility for Designs- decals can be tailored to fit a variety of styles, promoting the individuality of each business while maintaining uniformity within the Town's aesthetic. This flexibility encourages creativity while still providing a polished appearance.

Staff recommends adopting guidelines that outline design standards for window decals during business vacancy and business construction to ensure that the signage used is professional and keeps with the character of the Town. If approved, Staff will draft an Ordinance amending the supplemental regulations for the Planning and Zoning Board's review and the Town Commission's approval.

Recommendation: Staff recommends that the Town Commission direct staff to prepare an Ordinance updating the requirement for covering vacant storefront windows. The draft ordinance would be reviewed by the Planning and Zoning Board before being presented to the Town Commission for final consideration.

Exhibits:

1. Exhibit 1- Sec._30_313.____General_provisions.

Sec. 30-313. General provisions.

- (a) Drainage facilities.
- (b) Use of buildings.
- (c) Moving of buildings.
- (d) Fences, walls and hedges.
- (e) Regulations applicable to El Mar Drive.
- (f) Use, public areas.
- (g) Aesthetic design.
- (h) Standards for driveways and swales.
- (i) Capacity restrictions.
- (j) Queuing of vehicles.
- (k) Paving drainfield areas.
- (l) Satellite television antennas and dishes.
- (m) Lighting.
- (n) Control of lighting for protection of sea turtle nesting areas.
- (o) Elevation of filled land.
- (p) Swimming pools, pool decks, patios, hot tubs and spas; [setbacks and enclosure required].
- (q) Decks.
- (r) Other mechanical and plumbing equipment [setback requirements].
- (s) Accessory buildings and structures.
- (t) Generator [and fuel storage tank] regulations.
- (u) Window screening for vacant storefronts.
- (v) Rooftop photovoltaic solar systems.
- (w) Groins, seawalls and breakwaters.
- (x) Rooftop passive recreation.

(u) Window screening for vacant storefronts.

- (1) *Definitions.* The following words, terms and phrases, when used in this section, shall have the following meanings ascribed to them, except where the context clearly indicates a different meaning:
 - a. *Door* means a swinging or sliding panel that closes an opening in a wall and provides passage through it.
 - b. *Transparent* means easily seen through, so that bodies, objects and materials situated beyond or behind the glass can be clearly seen.
 - c. *Vacant* means buildings or individual storefronts that are:

-
1. Not open to the public, or to clientele, for a period of more than 21 consecutive days due to lack of business operation, repair or renovation; and
 2. Not being used for the display or merchandising of any product.
 - d. *Window* means an opening in an exterior wall to admit light and air, typically with glazing in a frame that may or may not be operable.
 - (2) *Required screening specifications.* All transparent windows and doors in commercial uses, including hotels and motels, that are vacant, which are visible from the right-of-way, regardless of floor elevation, are required to be screened to prevent the interior of the building from being viewed from the public right-of-way. Decorative window treatments that were in place during the business occupancy, such as shutters (excluding hurricane shutters), shades, curtains, Venetian or vertical blinds may be used if they prevent viewing of the interior of the building from the public right-of-way. Decorative window treatments must have a clean and neat appearance, and be kept in good repair.
 - a. Screening material requirements:
 1. If paper is used, it shall be no less than 46 pounds [in] weight, or of similar durability and opacity, as determined by the Town Manager or his/her designee;
 2. If fabric or any other material is used, it shall be of comparable or greater opacity as in subsection 1. above, so as to prevent visual sight into the business;
 3. Each piece of screening material shall have a width no less than 36 inches and a length sufficient to completely screen the opening from its lowest point to a level no less than the height of the window or door opening or a level six feet above the finished floor and have a seamless appearance;
 4. Screening material shall be maintained in a clean and neat appearance; and
 5. Screening material shall be affixed to the interior side of the window or door glass. If utilizing tape, tape must have a continuous edging.
 - b. Screening material shall include artwork/photography but not text, including, but not limited to:
 1. Historical pictures of the Town of Lauderdale-By-The-Sea;
 2. Historical post cards of the Town of Lauderdale-By-The-Sea;
 3. Art work of a professional nature;
 4. Designs or drawings provided by the Town of Town projects;

Pictures and artwork on, or incorporated into, the screening materials must be a minimum of 16 inches × 20 inches.
 - c. As an alternative, and if available, windows and doors may be covered by pre-printed materials provided by the Town.
 - (3) *Timing.* All window screening is required to be installed within seven business days of vacancy. A time extension of up to seven business days may be given by the Development Services Director if the property owner submits a written request for an extension to the Development Services Department.
 - (4) Nothing in this section shall prohibit the placement of otherwise legal signs in windows, including, but not limited to:

-
- a. Announcing or contractor signs as described in subsections 30-508(3)(h)1. and 30-508(3)(h)3. of the Code; and
 - b. Seasonal window treatments as described in and subject to the regulations of subsection 30-502(16).



Town Commission Agenda Item Report

Meeting Date: October 22, 2024

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

Submitting Department: Administration

Item Type: Presentation

Agenda Section: NEW BUSINESS

Subject Title: Special Event Application: Coast Boutique 10-Year Anniversary, November 20, 2024

Explanation: Ina Marjakangas (the Applicant), of Coast Boutique, a Lauderdale-By-The-Sea business located in the downtown area, has submitted a Special Event Application (**Exhibit 1**) to host their 10-Year Anniversary Celebration (the Event). The Event is schedule to take place Wednesday, November 20, 2024.

The Event would take place at the Coast Boutique storefront and the sidewalk just outside the entrance. The Applicant anticipates approximately 50 guests throughout the evening.

COAST BOUTIQUE 10-YEAR ANNIVERSARY WEDNESDAY, NOVEMEBR 20, 2024	
Start of Setup:	4:00 p.m.
Event Start:	6:00 p.m.
Event Ends:	9:00 p.m.
Cleanup Completed:	10:00 p.m.

The Applicant is requesting permission to set one (1) feather flag outside the storefront designating the anniversary occasion for the duration of the event timeframe and one (1) canopy and five (5) high top tables in front of the store on the public right-of-way. The event, if approved, will also include a musician who will be located just outside the window of the boutique.

No parking concessions have been requested for this event so parking would operate at normal standards.

The completed application was submitted on September 18, 2024 and amended on October 3, 2024. The amendment requested a date change to November 20, 2024 which affected the

required application fee. Per Resolution 2024-29 (**Exhibit 2**), applications submitted between 30 and 59 days prior to the event are subject to a \$275 late application fee. Otherwise, the application fee is \$125. The applicant has paid the \$275 application fee. Town staff determined that the November 20th date would require a \$125 fee. However, the applicant is requesting the total fee be waived because they are an in-town business.

Recommendation: Staff recommends approval of the Special Event Application based on the conditions outlined in the Event Permit (**Exhibit 3**) and is requesting a consideration of the application fee waiver.

Exhibits:

1. Sp. Event App. Coast 10 Year Anniversary 11.20.24
2. Resolution 2024-29 Special Event Fees
3. LBTS Special Event Permit_CoastAnniversary_11.20.24



SPECIAL EVENT APPLICATION

EVENT DETAILS

Name of Event: Coast 10 year Anniversary
 New Event: YES Returning Event: NO
 Day(s) + Date(s) of Event: Nov 16 Saturday

Proposed Location of Event: 4404 N Ocean Drive

How many total people do you anticipate onsite at any peak time?

Participants: 10 Spectators: 50 Volunteers:

ACTIVITY	DAY	TIME
Start of Setup:	Sat Nov 16	4 pm
Start Time of Event:	Sat Nov 16	6 pm
EVENT	Sat Nov 16	6 - 9 pm
End Time of Event:	Sat Nov 16	9 pm
Cleanup Completed By:	Sat Nov 16	10 pm

Wednesday, Nov 20 - see email attached (CA)

HOST OR SPONSORING ORGANIZATION

Name: Coast Boutique / Ina Magakangas
 Address: 4404 N. Ocean Blvd. LBTS FL 33308

Is applicant a non-profit organization (501 (c) (3)? YES X NO

PERSON SUBMITTING APPLICATION ("Responsible Party")

Name: Lia Marjankas
Address: 4404 N Ocean Drive CBTS FC
Phone: 954 253 9906 Email: info@shop
Coast.net

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? _____

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 LBT\$ 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: _____

Stages: _____

Bleachers: _____

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 or 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:

Feather Banner
"10 Years"

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: 0
(Please include on site plan)

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

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:

FEES

Are there any fees or donations that will be collected on site from participants or spectators?

____ YES X NO

If yes, please describe: _____

CONCESSIONS

Are you planning to have any kind of concessions? ✓ YES X NO

If yes, has the Florida Health Department approved the food vending site plans?

____ YES X NO

Is the food provided by a nonprofit organization? ____ YES X NO

Is the food: X Free of charge? ____ For sale?

Do all food vendors have a temporary food service permit? 2 YES ____ NO

Please list the type(s) of food that will be served: Finger Food

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

☒ Charcoal Grills

☐ Fryers

☐ Open Fires

☐ Propane Grills

☐ Smokers

☐ Hoods

☐ Concession Trailers

☐ Warmers

☐ LP Tanks

☐ Sterno

☐ Refrigerators

☐ Other: _____

SALE OF MERCHANDISE

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

____ YES X 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 Q 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 Q 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 Q 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: JM

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: 

INSURANCE

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

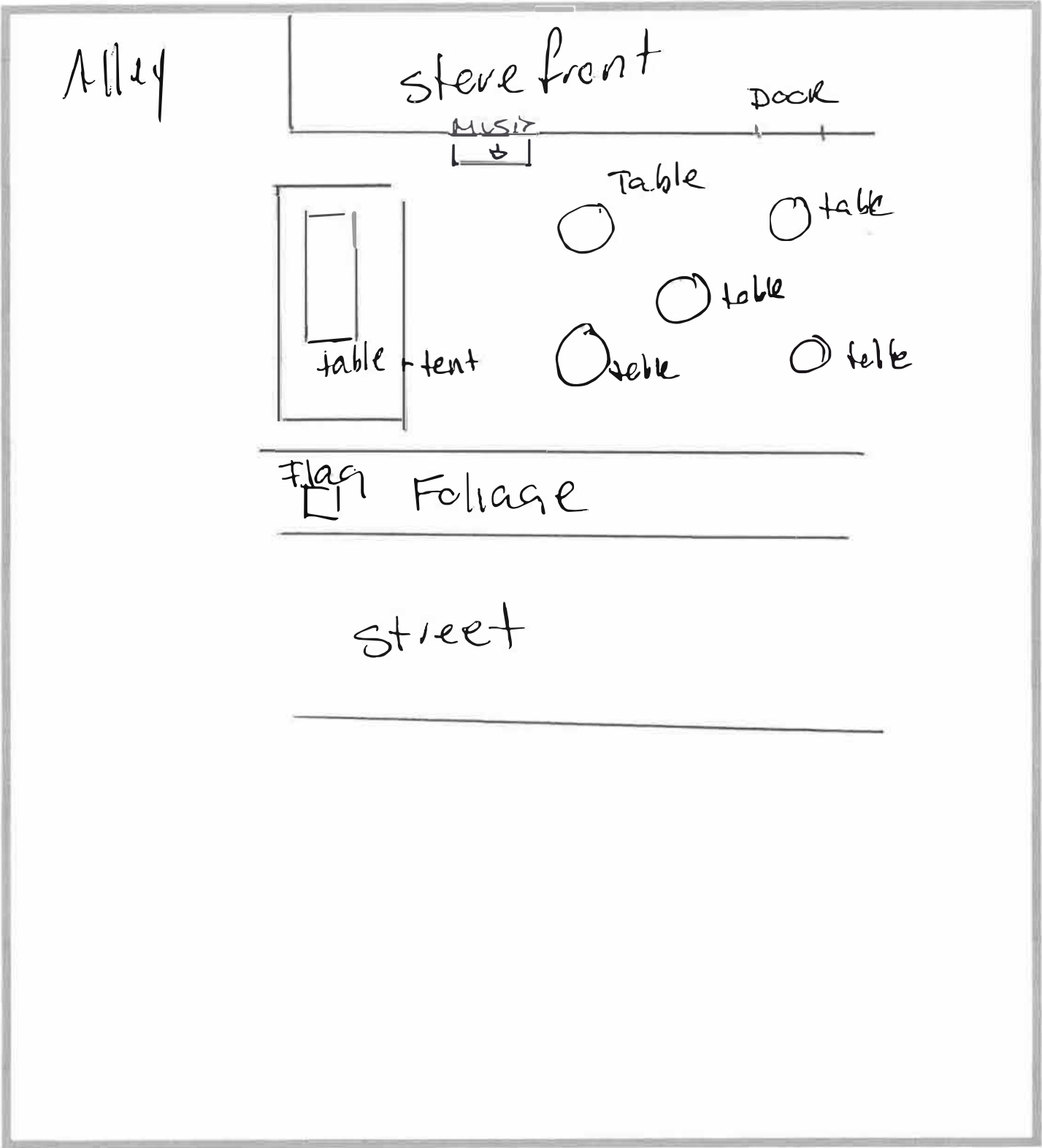
For events not serving alcohol and without fireworks, the Applicants shall provide a Certificate of Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty days'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

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.

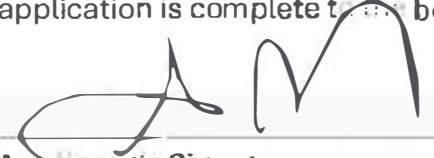
Applicant	Property Owner
I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.	I give the applicant permission to use my/our property for the proposed special event and I understand the Town's requirements to hold a special event and the information given by the applicant is complete to the best of my knowledge.
	
Applicant's Signature (required):	Property Owner's Signature (required):
Date: 9/18/24	Date:
Applicant (Print information below)	Property Owner (Print information below)
Name: Iner Margalencas	Name:
Title: Owner	Title:
Organization: Coast Boutique	Organization:
Telephone: 954 253 9906	Telephone:
Email: info@shepcost.net	Email:
STATE OF FLORIDA:	STATE OF FLORIDA:
COUNTY OF BROWARD:	COUNTY OF BROWARD:
SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by _____ who is personally known to me / provided _____ as identification and who did / did not take an oath.	SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by _____ who is personally known to me / provided _____ as identification and who did / did not take an oath.
My Commission Expires:	My Commission Expires:
Notary Public, State of Florida	Notary Public, State of Florida

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.


Applicant's Signature

9/18/24
Date

Ina Margalones
Applicant's Printed Name

954 253 9506
Telephone



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/03/2024

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 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).

PRODUCER WFG Insurance 100 Faulkner St. New Smyrna Beach, FL 32168	CONTACT NAME: Jeff Whyte	FAX (A/C No.):	
	PHONE (A/C, Hse., Extn.): 386-295-4252	E-MAIL ADDRESS: jeff@whytefig.com	
INSURED COAST LDBS DBA COAST 4404 N OCEAN DR LAUD BY THE SEA FL 33308	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: BiBerk		
	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	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			N9BP040751	01/05/2024	01/05/2025	EACH OCCURRENCE \$ 1000000
	☐ CLAIMS-MADE ☐ OCCUR	X	X				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000
							MED EXP (Any one person) \$ 5000
							PERSONAL & ADV INJURY \$ 1000000
							GENERAL AGGREGATE \$ 2000000
							PRODUCTS - COM/POP AGG \$ 2000000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
Retail gift, art and clothing store

The certificate holder is listed as additional insured with respects to General Liability only. Waiver of Subrogation included.

11/20/2024 5pm to 10pm

CERTIFICATE HOLDER Town of Lauderdale by the Sea 4501 N 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 <i>Jeff Whyte</i>
--	---

COAST LDBS, LLC
4404 N OCEAN DR
LAUDERDALE BY THE SEA, FL 33308

3702

63-751/631 10849

DATE

10/1/24

PAY
TO THE
ORDER OF

Town Lauderdale by the Sea \$ 275 -
two hundred + seventy five

XX
DOLLARS



Photo
Safe
Deposit
Details on back



Wells Fargo Bank, N.A.
Florida
wellsfargo.com

FOR

Special Event

[Signature]



Katie Anderson

From: Ina Marjakangas <info@shopcoast.net>
Sent: Thursday, October 3, 2024 12:36 PM
To: Katie Anderson
Subject: 10 year anniversary

[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.

Greetings Katie,

After some consideration, I would like to change the date of my Special Event to: Wednesday November 20th. Please let me know of that is possible?

I have the check in the amount of \$275.00 prepared, and will have the Insurance updated no later than Tuesday of this week.

I would ask if at all possible to waive the special event fee, it would be greatly appreciated.

Please let me know if you require anything else?

Thanks for your help.

Ina

Ina Marjakangas

Coast Boutique
4404 North Ocean Drive
Lauderdale By The Sea, Fl. 33308
954-909-2200
WWW.SHOPCOASTBOUTIQUE.COM

COAST

B O U T I Q U E



RESOLUTION 2024-29

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING AN UPDATED FEE SCHEDULE FOR SPECIAL EVENTS, AND OTHER USE OF PUBLIC PROPERTIES, BY AMENDING THE FEES RELATED TO SPECIAL EVENTS, PARK USES, AND STREET PERFORMERS; PROVIDING FOR CONFLICT, SEVERABILITY, AND FOR 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

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

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

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

35 **WHEREAS**, Resolution 2016-20 further updated the Development review fee
36 schedule; and

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

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

43 **WHEREAS**, pursuant to Section 1-13 of the Lauderdale-By-The-Sea Code of Ordinances,
44 the Town Commission desires to further amend the Fee Schedule for Special Events and Other
45 Use of Public Properties by amending the fees related to Special Events, Park Uses, Street
46 Performers; and

47 **WHEREAS**, the Town Commission finds it to be in the best interest of the Town and its
48 citizens to adopt an updated Fee Schedule for Special Events and Other Use of Public Properties
49 that amends the fees related to Special Events, Park Uses, and Street Performers, and adopts the
50 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. **Fees.** The Fee Schedule for Special Events and Other Use of Public Properties, which includes the fees for the use of Jarvis Hall and the Plazas, is hereby amended as follows ¹:

<u>Special Event, Park Use, and Street Performing Fee Schedule for Special Events and Other Use of Public Properties</u>		
The following is applicable to all <u>special events</u> and <u>other use of public properties</u> 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. A Park Use Permit may not be approved if submitted within 14 business days of a proposed event.		
Private event in a park or at the beach where the public is not invited:		
1.1	Single day event, less than 25 people: No reserved area Reservation of a specific area.	No permit required \$100 <u>125</u>
1.3	Single day event, 25 people + with or without reserved area.	\$100 <u>125</u>
1.4	Multi-day event	\$100 <u>125</u> Permit Fee plus an impact

¹ Text shown in underline reflects text or new or revised fees. Text shown in ~~strikethrough~~ reflects deleted text or fee amounts.

Special Event, Park Use, and Street Performing
Fee Schedule for Special Events and Other Use of Public
Properties

1.5	One day event (local or non-local user) that charges admission or registration or sell commercial products or services.	fee set by the Town Manager based on the activity, number of attendees, and impact on the facility
2. Chapter 14.5 - Street Performing		
2.1	Street performing annual permit fee	\$50
3. Chapter 17 - Special Events		
3.1	Special Event Application Fee See also use fees. See 3.2 For events hosted by a businesses with less than 15 employees in the Commercial District along Commercial Boulevard from A1A to West Tradewinds Application filed within 30 days of an event will not be accepted.	
	1. A volunteer event that provides direct benefits to the LBTS community. (examples: beach clean-up, Easter egg hunt, free yoga and meditation, etc.)	-0- (Town Manager may authorize an application to be accepted within 30-days of the event)
	2. Submitted at least 60 days in advance of the proposed event date	<u>\$100</u> <u>125</u>
	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.	<u>\$250</u> <u>275</u> Plus costs, not to exceed \$1,500.
	4. A recurring event within a 6 month period	<u>\$500</u> <u>525</u>
	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.	<u>\$50</u> <u>75</u> Event may be approved by the Town Manager
	8. Events (local and non-local user)that charges admission or registration or sell commercial products or services	Set by the Town Manager based on purpose, number of attendees, and impact on the facility
3.2	Special Event Application Fee for West Commercial Business District Commercial District events may be approved by the Town Manager if the event is consistent with the Commission's policy direction on special events and meets the following criteria:	

Special Event, Park Use, and Street Performing Fee Schedule for Special Events and Other Use of Public Properties

1. Less than 75 people at any time 2. Located along Commercial Boulevard from Seagrape to West Tradewinds The \$2550 electrical use fee will be waived for usage of one 20-amp outlet at event Application filed within 30 days of an event will not be accepted.	
1. Submitted at least 60 days in advance of the proposed event date	\$2025
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.	\$5060 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.

60

3.3	Special Event Use Fees for Road Closures and El Mar Median Lane Parking The following use fees are in addition to the Special Event Application Fee, but may be modified or waived by the Town Commission upon a finding that the applicable event will provide a public benefit.	
	Event Conditions:	Road Closure El Mar Median Lane Parking
	1. Private or public business events that use public property with less than 50 people at any one time.	N/A
	2. Less than 100 people	\$100125 per day
	3. 101 - 200 people	\$200225 per day
	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.

61

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.			

62

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

General philosophy: The Dunes Plaza, Connie Hoffmann Plaza and Beach Pavilion (“**The Plazas**”) are the premier public spaces in Town and were built for the enjoyment of our residents and visitors. They are available for events that are open to the general public or are of significant benefit to the Town. The Use Fees are set so the users bear the costs related to their events, rather than the Town subsidizing those events.

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

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

Potential use on holidays.

- a. The Town Commission will decide in advance if they will make a plaza available for use by a Town commercial businesses or Town-based non-profit organizations on specific holidays.
- b. On those holidays the Commission designates, the Town will accept proposals for use six months in advance of the holiday and determine which proposals best fit the image and goals of the Town. After the Commission ranks the proposals in preferred order, staff will negotiate rental fees with the first ranked proposer and bring them back to the Commission for approval.
- c. The same business or non-profit organization may not rent the same space on a specific holiday two years in a row if another business or non-profit wants the opportunity. The Town Manager will determine whether others are interested in the opportunity, based on whether she or he has received written notice of such interest from an eligible business or organization no later than seven months prior to the holiday.

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

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

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

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

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

Plaza Use Fees

Are in addition to the Event Application Fees listed above.

The use fee is per plaza. If an organization wants to utilize more than one plaza for their event, they must pay for each space.

Use of the plazas as part of a larger special event are subject to the plaza use fees, in addition to the any other Special Event Use Fee, but may be waived or modified by the Town Commission upon a finding that the applicable event will provide a public benefit.

Application filed within 30 days of an event date will not be accepted.

A Deposit may be required and will be set by the Town Manager based on purpose, number of attendees, and impact on the facility.

5.3	LBTS businesses (limited to 4 rentals per year per business)	\$850 per day per plaza
5.4	LBTS-based charity or non-profit organization (limited to 2 rentals per year per organization)	\$215 per day per plaza
5.5	Out-of-Town 501C Registered Non-Profit or Tax Exempt Organization (limited to 1 rental per organization per year)	\$425 per day per plaza

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

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

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage. The increased fees set forth herein related to Special Events, Park Uses, and Street Performers shall apply to all new requests submitted after the passage and adoption of this Resolution.

PASSED AND ADOPTED this 27th day of August 2024.



Mayor Edmund Malkoon

Attest:

APPROVED AS TO FORM:

83 *Katrina Adler*
84 Town Clerk, Katrina Adler
85
86
87 (CORPORATE SEAL)

Susan L. Trevarthen
Susan L. Trevarthen, Town Attorney





TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

PERMIT HOLDER INFORMATION

NAME / ORGANIZATION:	Coast Boutique	REPRESENTATIVE:	Ina Marjakangas
STREET ADDRESS:	4404 N Ocean Drive	CITY, STATE, ZIP:	Lauderdale-By-The-Sea, FL 33308
PHONE NUMBER (S):	954-253-9906	EMAIL:	info@shopcoast.net

DATE AND LOCATION OF EVENT

TYPE OF EVENT:	Anniversary Celebration	DATE(S) OF EVENT:	Saturday, November 16, 2024
HOUR(S) OF EVENT:	6:00 p.m. – 9:00 p.m.	ADDRESS / LOCATION OF EVENT:	4404 N. Ocean Drive, LBTS, FL 33308

DESCRIPTION OF EVENT:

Anniversary Celebration; Reception with light bites and live music.

COAST BOUTIQUE 10-YEAR ANNIVERSARY	
Start of Setup:	4:00 p.m.
Event Start:	6:00 p.m.
Event Ends:	9:00 p.m.
Cleanup Completed:	10:00 p.m.

SPECIAL CONDITIONS

The EVENT was approved by Town Commission on October 22, 2024 with the following conditions:

1. All applicable fees pertaining to this event have been waived – \$275 application fee (submitted within 59-30 days prior to event date).
2. Marine Turtle Protection: If any of the activities take place on the beach sand, the Event organizers shall ensure a minimum buffer of 10 feet is kept clear around any marked sea turtle nests, or any areas that appear to be a new nest. All proposed event activities will stay clear of all active nests. No activities adjacent to a nest that might directly or indirectly disturb the area within the staked circle. No holes are to be dug in the sand west of the high tide line.



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

3. Road Closures, Lane Closures, and Parking Spaces:
 - a. Parking will operate according to normal parking regulations.
4. Setup:
 - a. Tables, chairs, stage, equipment, etc. shall not interfere with pedestrian walkways, ingress or egress.
 - b. Sidewalks next to the Event site and within the Event shall remain open and clear for pedestrian traffic.
 - c. The Event shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered to not pose a hazard to the public or event staff.
 - d. One (1) canopy is permitted to be erected outside the storefront.
 - e. Five (5) tables are permitted on the sidewalk area for guests.
5. Broward Sherriff Office (BSO):
 - a. BSO shall specify the number of detail officers needed for traffic and crowd control. The Permit Holder shall contract with BSO directly for the necessary BSO personnel within ten (10) days of receiving event approval.
 - b. BSO shall approve the Event's traffic plan, if one is required.
6. Signage
 - a. One (1) feather flag is permitted outside the storefront during the hours of the event.
7. The Event and its approved sound systems will be operated so as not to violate the Town's code, including section 13-6, Noise Limitation.
8. A clean up deposit may be imposed, based on the final Site Plan, and due two weeks prior to the Event. Clean up fee starting at \$150 will be charged if the area is not cleaned to the Town's standards by 10:00 p.m. the day of the Event.
9. Final Site Plan must be presented to Town Staff for approval at least 48 hours in advance of the Event. The Permit Holder shall arrange for an inspection of the event site to occur two hours before the start of the event. This inspection shall include Town's Event Manager or designee, and the Event's dedicated on-site representative for the purpose of ensuring the event is organized in a safe manner.
10. The cost of any inspections or work required by Town Staff after normal working hours will be billed to the Event and must be paid within two weeks of invoice date.
11. Insurance:
 - a. At least thirty (30) days prior to the Event, the Permit Holder shall provide a Certificate of Liability written in comprehensive form naming the Town as additional insured in the amount of:
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury; and



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

- \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty (30) days written notice for cancellation
 - b. No required policy shall have a deductible or self-insurance retention greater than \$15,000
 - c. All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance will provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any event, the EVENT will be held responsible for providing the Town notice of any change in insurance coverage. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement will be issued as part of any required policies. Failure to comply with these requirements will justify a denial, suspension or revocation of the requested approval by the Interim Town Manager or designee.
12. In the event that control of any applicable event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Event (the "Subcontractor"), the Subcontractor shall be required to meet the insurance and indemnification requirements of set forth in the Permit and this Approval, under which the EVENT is applying, as if they were the Event and will be held responsible for compliance with the Town Code as if the Subcontractor for the Event.
13. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for the Event shall expire unless the Town Manager finds there are extenuating circumstances that the Event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the Event, without increasing the administration costs of the Town.
14. The Event shall owe no monies to the Town at the time of the event or have any code citations or violations. There shall be no code violations or monies due such as fines, fees, taxes or other charges, permits or licenses outstanding or owed to the Town by the current or past property owners or operators of the Event unless all monies due are paid, permits/paperwork received, and code issues resolved 14 days prior to the Event.
15. The Town Manager may suspend permission for this event or require changes in the site plan due to conflicting activities, failure of the Event to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.
16. The Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special events if deemed necessary by the Town or upon the EVENT proposing a valid reason.



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

17. Permission for the Event may be suspended or modified by the Commission, Town Manager, or designated Staff.
18. The Town Manager or onsite Town representative may terminate the Event or Event's participation due to the Event not complying with the terms and conditions of the Town's event permit, for health or other safety reasons.
19. If any Condition is not met by the EVENT, the Town may charge a \$500 fee for each occurrence of a violation of these Conditions.

DOCUMENTS AND PERMITS REQUIRED

Insurance received.

SIGNATURES REQUIRED

PERMIT HOLDER: I agree to comply with all conditions of this permit	
SIGNATURE OF PERMIT HOLDER:	DATE:
 INA MARJAKANGAS PRINTED NAME	

TOWN REPRESENTATIVE:	
SIGNATURE:	DATE:
 KATIE ANDERSON, EVENTS & MARKETING MANAGER PRINTED NAME & AFFILIATION TO EVENT	

TOWN REPRESENTATIVE:	
SIGNATURE:	DATE:
 COURTNEY EASLEY, ASSISTANT TO TOWN MANAGER PRINTED NAME & AFFILIATION TO EVENT	



Town Commission Agenda Item Report

Meeting Date: October 22, 2024

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Ordinance

Agenda Section: ORDINANCES 1st Reading

Subject Title: ORDINANCE 2024-09 AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, DELETING CHAPTER 30, ARTICLE XI. "SEAGRAPE DRIVE SIDEWALK PLAN" FROM THE TOWN OF LAUDERDALE-BY-THE-SEA CODE OF ORDINANCES PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Explanation: The Seagrape Drive Sidewalk Plan was adopted in 2005 (**Exhibit 1- Ordinance 2005-02**) with the intention of reconstructing the sidewalk in the right of way of Seagrape Drive to improve the esthetics and functionality of the Drive. The plan requires property owners redeveloping on Seagrape Drive to comply with the sidewalk plan design. Since 2005, the Town has only had one property that would be required to comply with this code provision.

Staff believes that the sidewalk plan required by the current code, would be difficult due to the prevalent back-out parking on the street. Since there has only been one renovation to date, it is not realistic that the Town will collect the money necessary to fund the sidewalk improvements. At this time, the Town has not included the sidewalk replacement in the five year CIP. Therefore, Staff recommended to the Town Commission that the Seagrape Drive Sidewalk Plan consider removing the provision from the Town Code at its August 27, 2024 meeting. The Town Commission agreed with Staff's recommendation and staff prepared Ordinance 2024-09 (**Exhibit 2**).

Staff presented the Ordinance to the Planning and Zoning Board at its October 2 meeting. The Planning and Zoning Board recommended adoption of the Ordinance with a vote of 5-0.

Recommendation: Staff recommends approval of Ordinance 2024-09 on first reading and setting second reading for December 10, 2024.

Exhibits:

1. Ordinance 2005-02
2. Ordinance 2024-09 Repeal Seagrape Sidewalk Plan Article XI

ORDINANCE NO. 2005-02

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 24, LAND DEVELOPMENT CODE TO CREATE A NEW ARTICLE IX TO BE TITLED: SEAGRAPE DRIVE SIDEWALK PLAN; ADOPTING SIDEWALK DESIGN REQUIREMENTS FOR EAST SEAGRAPE DRIVE FROM COMMERCIAL BOULEVARD TO HIBISCUS AVENUE; REQUIRING CONFORMITY TO THE SIDEWALK PLAN AS A CONDITION OF SITE DEVELOPMENT OR RE-DEVELOPMENT FOR PROPERTIES FRONTING ON SEAGRAPE DRIVE; PROVIDING FOR A FEE IN LIEU OF CONTRUCTION OF SIDEWALK IMPROVEMENTS; PROVIDING FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town Commission finds that it is in the best interest of the Town, its residents, property owners and guests to redesign and reconstruct the sidewalks in the right of way of Seagrape Drive to improve the aesthetics and functionality of the Drive; and,

WHEREAS, the Town's consultants have proposed a sidewalk design and construction plan for Seagrape Drive that the Commission finds is consistent with the Town's Comprehensive Plan and redevelopment objective of the Town Commission.

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

Section 1. The foregoing "WHEREAS" clause is hereby ratified as true and correct and incorporated herein by this reference.

Section 2. Code of Ordinances, Chapter 24, Land Development Code is amended to add a new Article IX to read as follows:

§24-9.1 The City Commission adopts the Seagrape Drive Sidewalk Improvement Plan as the official design and construction guidelines for sidewalks on the east side of the Seagrape Drive right of way. A Copy of the Plan is attached to this ordinance as Exhibit "A". The original plan set shall be maintained by the Town Clerk as a reference document and shall be available for inspection on request.

§24-9.2 All development or redevelopment of property which has a common boundary with the right of way of Seagrape Drive shall contain construction design elements for a frontage sidewalk which conforms with the construction design elements shown on the Seagrape Drive Sidewalk Improvement Plan.

§24-9.3 An application for development or redevelopment of a property along Seagrape Drive shall be accompanied by a site plan which clearly depicts design elements which conform with the design elements shown on the Seagrape Drive Sidewalk Improvement Plan. All development orders of the Town Commission for properties along Seagrape Drive shall contain a condition of approval requiring compliance with the Sidewalk Improvement Plan.

§24-9.4 No permit shall be issued for building or development activity if the work to be performed will result in construction inconsistent with the Seagrape Drive Sidewalk Improvement Plan. Administrative decisions to deny a permit based on incompatibility with the Sidewalk Improvement Plan may be appealed to the Town Commission which shall conduct a quasi-judicial hearing to determine if the decision of the administrator should be sustained, reversed, or modified. A decision of the Town Commission constitutes final action and is subject to review by writ of certiorari to a court of competent jurisdiction.

§24-9.5 A property owner may, at the discretion of the Town Commission, be required to pay a fee in lieu of constructing actual sidewalk improvements, when the Commission determines that construction of the required sidewalk should be deferred to be coordinated with additional sidewalk improvements on Seagrape Drive. The fee shall be determined on a front footage basis, whereby the front footage of the property shall be multiplied by \$ _____, (which represents the total estimated cost of the Seagrape Drive sidewalk improvements, divided by the total number of frontage feet for the project, as certified by the Town Consulting Engineer).

Section 3. 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 4. All ordinances, or parts of ordinance, in conflict herein are to the extent of such conflict hereby repealed.

Section 5. This ordinance shall become effective, immediately upon final adoption.

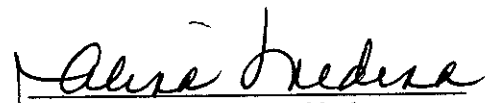
Passed on the first reading, this 14th day of Dec, 2004.

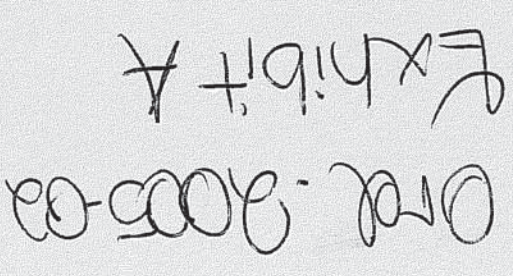
Passed on the second reading, this 11th day of Jan, 2005.


MAYOR OLIVER PARKER

	First Reading	Second Reading
Mayor Oliver Parker	<u>yes</u>	<u>yes</u>
Vice-Mayor Kennedy	<u>yes</u>	<u>yes</u>
Mayor Pro Tem Clark	<u>yes</u>	<u>yes</u>
Commissioner Wessels	<u>yes</u>	<u>yes</u>
Commissioner Yanni	<u>no</u>	<u>yes</u>

Attest:


Alina Medina, Town Clerk



1. THESE PLANS SHOW THE APPROXIMATE LOCATION OF ALL KNOWN UTILITIES AND STORM DRAINS. FOR THE PURPOSE OF AIDING THE OWNER AND HIS CONTRACTOR IN THE CONNECTION TO THOSE FACILITIES OR THE REMOVAL OR AVOIDANCE OF THOSE FACILITIES WHICH CONFLICT WITH THE PROPOSED CONSTRUCTION, THE PLANS HAVE BEEN PREPARED WITH THE BEST INFORMATION AVAILABLE. HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION AND EXPOSE EXISTING FACILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY STANDARD METHODS AND HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO SAID UTILITIES AS A RESULT OF CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL LOCATE AND EXPOSE ALL EXISTING UTILITIES AND STORM DRAINS TO BE CONNECTED SUFFICIENTLY AHEAD OF ANY CONSTRUCTION TO ALLOW THE ENGINEER, SURVEYOR, OR PLANNING AGENCIES TO BE DIFFERENT THAN SHOWN ON THESE PLANS. CONTRACTOR SHALL CONTACT SUNSHINE AT 1-800-432-4770 AND ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION. ANY AND ALL CONFLICTS WITH EXISTING UTILITIES AND PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER PRIOR TO BEGINNING CONSTRUCTION.
2. THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND OTHER IMPROVEMENTS SHOWN ON THESE PLANS AND ALL OTHER UTILITIES AND OTHER IMPROVEMENTS. AS SHOWN, THE CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR REPAIRS OF UTILITIES AND OTHER IMPROVEMENTS DAMAGED DURING CONSTRUCTION AND SHALL MAINTAIN SUFFICIENT PROTECTION TO ALL UTILITIES REQUIRED TO PROTECT THEM FROM DAMAGE AND TO PROTECT THE PUBLIC DURING CONSTRUCTION.
3. THE CONTRACTOR SHALL CONTACT THE TOWN OF LAUDERDALE-BY-THE-SEA PUBLIC WORKS DEPARTMENT, BROWARD COUNTY TRAFFIC ENGINEERING DIVISION (484-9600) AND SUNSHINE STATE ONE CALL OF FLORIDA, 1-800-432-4770 48 HOURS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL ALSO NOTIFY THE BROWARD COUNTY ENVIRONMENTAL SERVICES DIVISION AND ANY OTHER UTILITY COMPANY WHICH MAY HAVE UTILITIES WITHIN THE AREA OF CONSTRUCTION.
4. THE CONTRACTOR SHALL NOTIFY WALTER H. KELLER, INC. AT (954) 755-3822 AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
5. SHADED AND PATTERN AREAS DENOTE NEW PAVEMENT. ALL RADII AND DIMENSIONS ARE TO THE EDGE OF PAVEMENT UNLESS NOTED.
6. ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929. SURVEY INFORMATION PROVIDED BY CHARLES E. ROSSI, PROFESSIONAL LAND SURVEYOR, INC.
7. THE SEQUENCE OF CONSTRUCTION SHALL BE SUCH THAT ALL UNDERGROUND INSTALLATIONS OF EVERY KIND, INCLUDING SPRINGS SHALL BE PLACED BENEATH THE PAVEMENT AND ITS EDGE PRIOR TO THE CONSTRUCTION OF PAVEMENT. THE PAVEMENT SHALL NOT BE CUT WITHOUT PRIOR APPROVAL OF THE ENGINEER.
8. ALL LABOR, MATERIALS AND METHODS OF CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE BROWARD COUNTY ENGINEERING DIVISION MINIMUM STANDARDS.
9. PERIODIC CONSTRUCTION INSPECTION WILL BE PROVIDED BY THE ENGINEER. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS BEFORE REQUIRING INSPECTION OF EACH AND EVERY PHASE OF WORK.
10. COMPLETE "AS-BUILT" INFORMATION RELATIVE TO PIPE, STRUCTURES, VALVES, SERVICES, FITTINGS, CURBING, LENGTH, VERTICAL ELEVATION, QUANTITY AND MATERIAL SHOULD BE ACCURATELY RECORDED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER PRIOR TO FINAL ACCEPTANCE OF THE WORK. ALL "AS-BUILT" MATERIALS SHALL BE TAKEN BY AN INDEPENDENT LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA AND INCLUDED IN THE "AS-BUILT" INFORMATION FURNISHED BY THE CONTRACTOR AT HIS EXPENSE. FINAL ACCEPTANCE OF THE PROJECT IS SUBJECT TO THE FINDINGS AND APPROVAL OF THE "AS-BUILT" INFORMATION FURNISHED TO THE REGULATORY AGENCIES AND THE APPLICABLE UTILITIES.
11. THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF APPROVED CONSTRUCTION PLANS ON THE JOB SITE DURING ALL PHASES OF CONSTRUCTION.
12. SHOP DRAWINGS OF ALL MATERIALS USED SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO INSTALLATION. THE DRAWINGS WILL THEN BE FORWARDED TO THE APPROPRIATE AGENCY FOR APPROVAL.
13. LIME/COAT BASE COURSE SHALL CONFORM TO THE REQUIREMENTS OF SECTION 911 OF FLORIDA D.O.T. STANDARD SPECIFICATION.
14. ASPHALTIC CONCRETE SURFACE COURSE TYPE S-1 SHALL CONFORM TO THE REQUIREMENTS OF SECTIONS 331-1 THROUGH 331-5 OF FLORIDA D.O.T. STANDARD SPECIFICATIONS.
15. PRIME COAT AND TACK COAT FOR BASE COURSES SHALL CONFORM TO THE REQUIREMENTS OF SECTIONS 300-1 THROUGH 300-7 OF FLORIDA D.O.T. STANDARD SPECIFICATIONS. PRIME COAT SHALL BE APPLIED AT A RATE OF 1.00 TON PER SQUARE YARD AND TACK COAT AT A RATE OF .10 GALLONS PER SQUARE YARD UNLESS A VARIATION RATE IS APPROVED BY THE ENGINEER.
16. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS.
17. ALL ROADWAY TURN LANE CONSTRUCTION SHALL PROVIDE A (1) FOOT SAWCUT OF THE EXISTING ROADWAY TO A NEAT STRIP. THE EXISTING TYPING ROCK SHALL BE STRIPPED BACK FOR (6) INCHES AND BLENDED AND REWORKED WITH THE NEW BASE MATERIAL. BASE MATERIAL SHALL BE COMPACTED TO A MINIMUM OF 98% OF MAXIMUM DRY DENSITY AS PER AASHTO T-180. SUBGRADE SHALL BE COMPACTED TO 100% MAXIMUM DRY DENSITY AS PER AASHTO T-99-C WITH A MINIMUM 40 LIME/COAT BEARING RATIO (LR-40).
18. ALL ASPHALT SURFACE COURSES ON GRA SEAPE DR. TO BE OF TWO LIFTS. BOTTOM COURSE TO BE (1) INCH THICK FLORIDA D.O.T. TYPE S-1 WEARING COURSE TO BE ONE (1) INCH THICK FLORIDA D.O.T. TYPE S-1 SURFACE COURSE. BROWARD COUNTY MIX ALL CONSTRUCTION WORK WITHIN THE RIGHT-OF-WAY OF SHALL BE IN STRICT ACCORDANCE WITH THE BROWARD COUNTY MINIMUM STANDARDS. SUBSTITUTIONS AND DEVIATIONS FROM THE PLANS AND SPECIFICATIONS ARE NOT PERMITTED WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER.
19. ALL PAVEMENT MARKINGS AND ARROWS IN THE PUBLIC RIGHT-OF-WAYS TO BE THERMOPLASTIC. PAVEMENT ARROWS TO BE WHITE THERMOPLASTIC.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION OF ALL SODDED AREAS AND THE ADJUSTMENT OF ANY EXISTING IRRIGATION SYSTEM WITHIN THE LIMITS OF CONSTRUCTION.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF TRAFFIC ON THE PROJECT.
22. THE PUBLIC ROADWAYS INDICATED IN THIS PLAN HAVE BEEN DESIGNED IN ACCORDANCE WITH THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS OF FLORIDA.
23. THE CONTRACTOR SHALL CONFIRM ALL MEASUREMENTS IN THE FIELD AND NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCY WITH THE DRAWINGS PRIOR TO PERFORMING THE WORK. ALL QUANTITIES SHALL BE PAID ON THE BASIS OF FIELD MEASUREMENTS OF COMPLETED WORK, UNLESS THE CONTRACT PROVIDES FOR A LIMITED QUANTITY. PIPE LENGTHS ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.



	STORMWATER CATCH BASIN
	STORM DRAIN MANHOLE
	TRAFFIC SIGN
	TYPE "D" CURB
	TYPE "F" CURB & GUTTER
	RESURFACING (3/4" THICK)
	COMPACTED SUBGRADE
	8" LIMEROCK BASE
	1" ASPHALT SURFACE & RESURFACING
	PAVEMENT & BASE REMOVAL
	EXISTING DRAINAGE SYSTEM
	EXISTING WATER MAIN
	EXISTING SANITARY SEWER
	EXISTING BELL/SOUTH TELEPHONE
	RIGHT - OF - WAY LINE

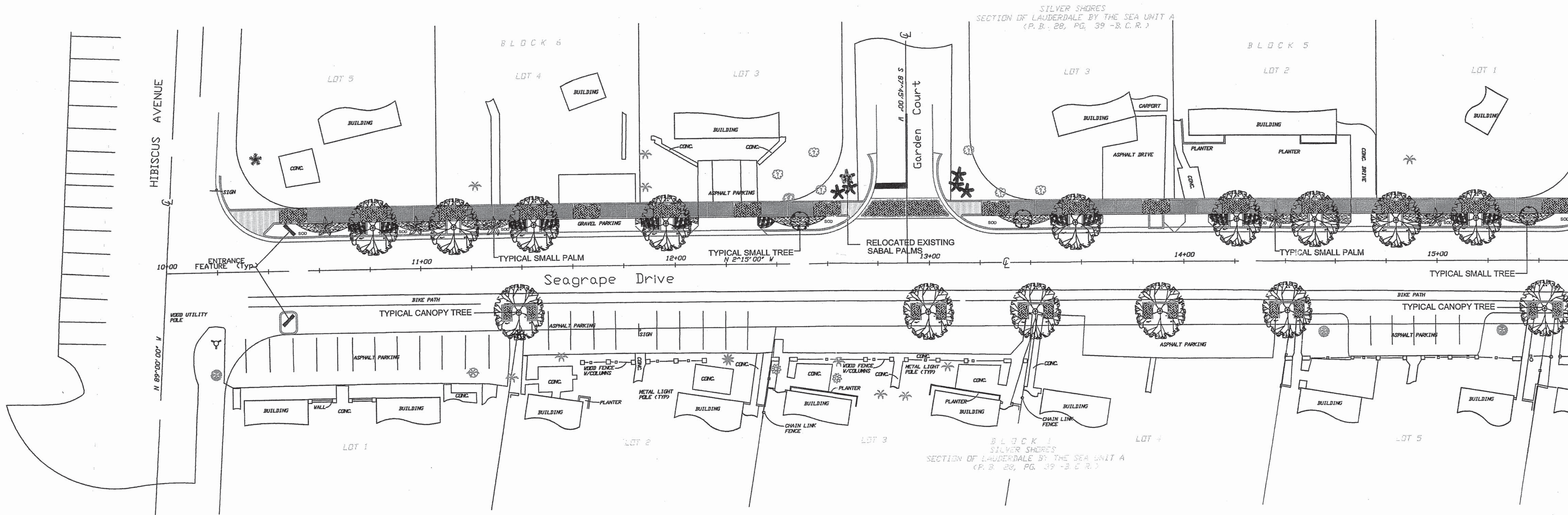
B.C.R.	BROWARD COUNTY RECORDS
©	CENTERLINE
C.B.S.	CONCRETE BLOCK & STUCCO
CONC.	CONCRETE
ELEV.	ELEVATION
FND.	FOUND
INV.	INVERT
I.P.	IRON PIPE
I.R.	IRON ROD
LB	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
(P)	PLAT
P.B.	PLAT BOOK
P.G.	PAGE
PI	POINT OF INTERSECTION
PSM	PROFESSIONAL SURVEYOR & MAPPER
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT OF WAY
(S)	AS SURVEYED IN THE FIELD
10' S.S.	10' SANITARY SEWER
SAN. LAT.	SANITARY LATERAL
B.T.P.	TELEPHONE
TYP	TYPICAL
W/	WITH
6" W.M.	6" WATER

▲	AIR CONDITIONING UNIT
■	CATCH BASIN
✱	CONCRETE LIGHT POLE
✱	CONCRETE UTILITY POLE
□	CLEAN OUT
⊕	ELECTRIC BOX
+	ELEVATION
100	FIRE HYDRANT
+	BURIED GAS
⊕	GUY ANCHOR
✱	METAL LIGHT POLE
□	TELEPHONE BOX
⊕	TELEPHONE MANHOLE
⊕	SIGN
⊕	SANITARY SEWER MANHOLE
⊕	TRAFFIC SIGNAL BOX
⊕	TRAFFIC SIGNAL POLE
✱	WOOD UTILITY POLE
✱	WOOD UTILITY POLE W/LIGHT
⊕	WATER METER
⊕	WATER VALVE
⊕	VALVE BOX

	BLACK OLIVE
	FICUS
	OAK
	PALM
	PINE
	SCHEFFELERA
	RUBBER
	UNKNOWN

LEGEND FOR PLAN SHEETS

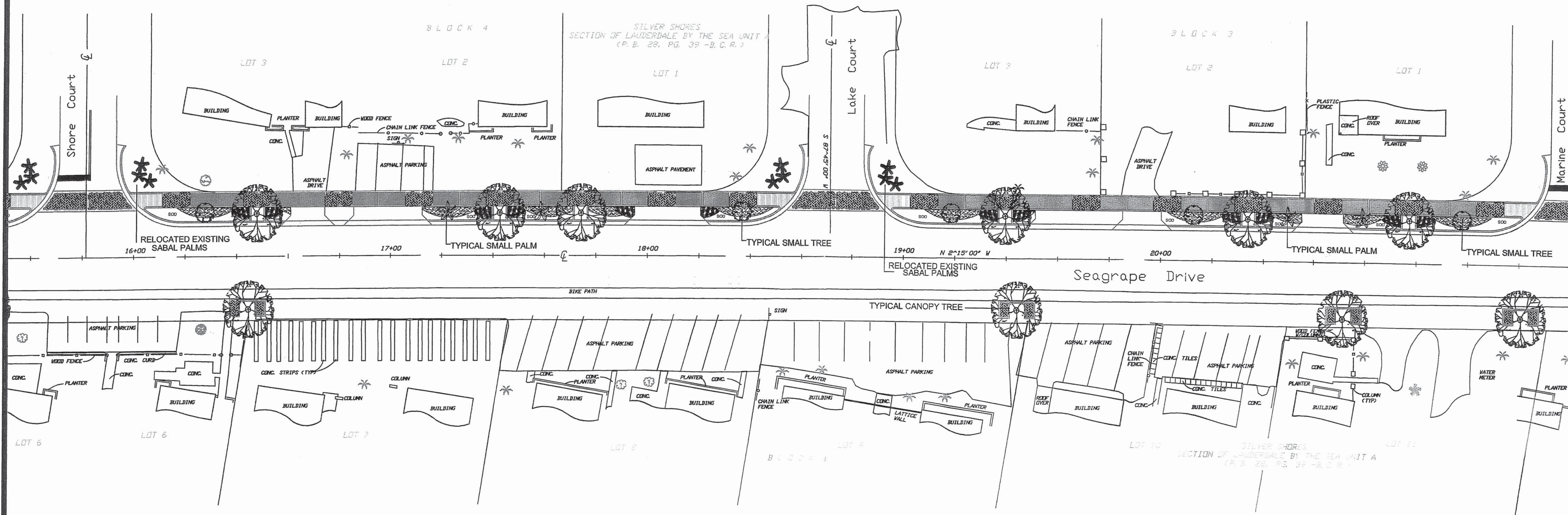
N.T.S.



MATCH LINE SEE SHEET L-2

SEAGRAPE DRIVE REDEVELOPMENT		CONCEPTUAL LANDSCAPE PLAN		DATE: 2/7/2002 PROJECT NO. 02-0010 L-1 SHEET 1 OF 3	
PREPARED FOR: KELLER, INC.		 CRAVEN-THOMPSON & ASSOCIATES, INC. ENGINEERS • PLANNERS • SURVEYORS 3553 N.W. 53RD STREET FORT LAUDERDALE, FLORIDA 33309 TEL: (854) 735-4400 FAX: (854) 735-4405		DATE: 2/7/2002 PROJECT NO. 02-0010 L-1 SHEET 1 OF 3	
		MATERIAL SHOW HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF CRAVEN-THOMPSON & ASSOCIATES, INC. WRITING CONTRACT - THOMPSON & ASSOCIATES, INC. COPYRIGHT © 1995		DATE: 2/7/2002 PROJECT NO. 02-0010 L-1 SHEET 1 OF 3	
				DATE: 2/7/2002 PROJECT NO. 02-0010 L-1 SHEET 1 OF 3	
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				DATE: 2/7/2002 PROJECT NO. 02-0010 L-1 SHEET 1 OF 3	

MATCH LINE SEE SHEET L-1



north
Scale: 1" = 20'

MATCH LINE SEE SHEET L-3

SEAGRAPE DRIVE REDEVELOPMENT

PREPARED FOR:
KELLER, INC.

CRAVEN THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
3553 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
TEL: (954) 728-4400
FAX: (954) 728-4400

CONCEPTUAL LANDSCAPE PLAN

FEB 07 2002
PROJECT NO.
02-0010

L-2

SHEET **2** OF **3**

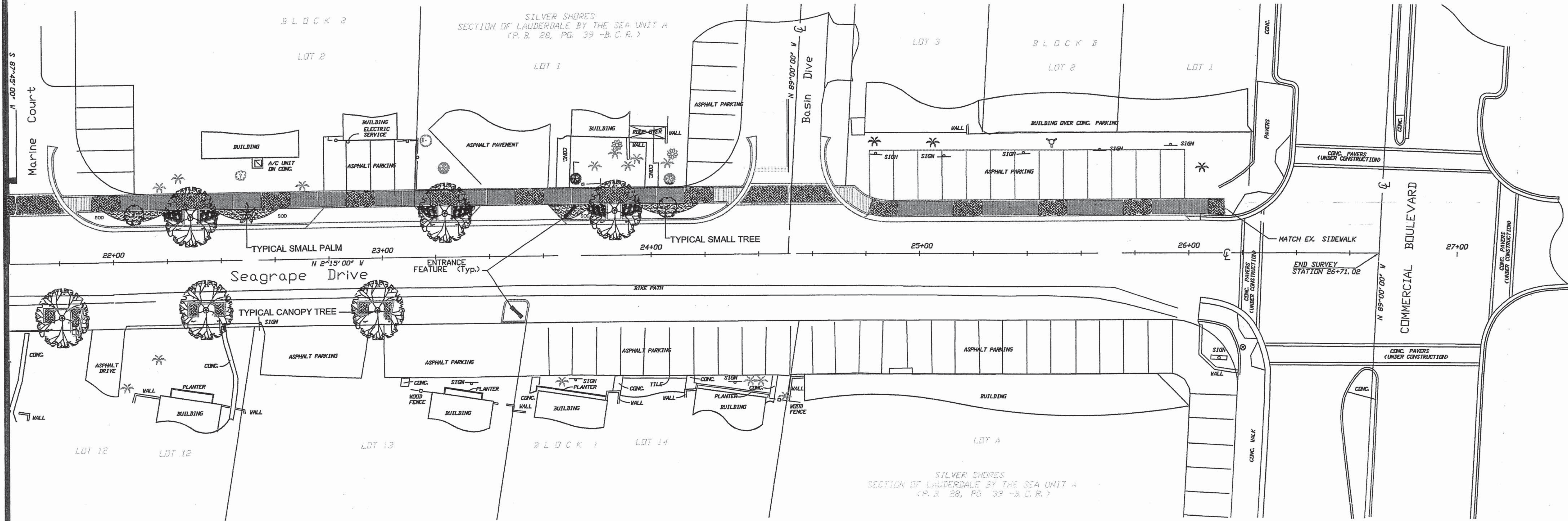
DATE:	2/7/02
SCALE:	1/20
DESIGN BY:	CSC
DRAWN BY:	CSC
CHECKED BY:	JPH
APPROVED BY:	

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DESCRIPTION:

BY: DATE:

MATCH LINE SEE SHEET L-2



north
Scale: 1" = 20'

DATE:	2/7/02
SCALE:	1:20
DESIGN BY:	CSC
DRAWN BY:	CSC
CHECKED BY:	JDH
APPROVED BY:	

CRAVEN-THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
3563 N.W. 53RD STREET FORT LAUDERDALE, FLORIDA 33309
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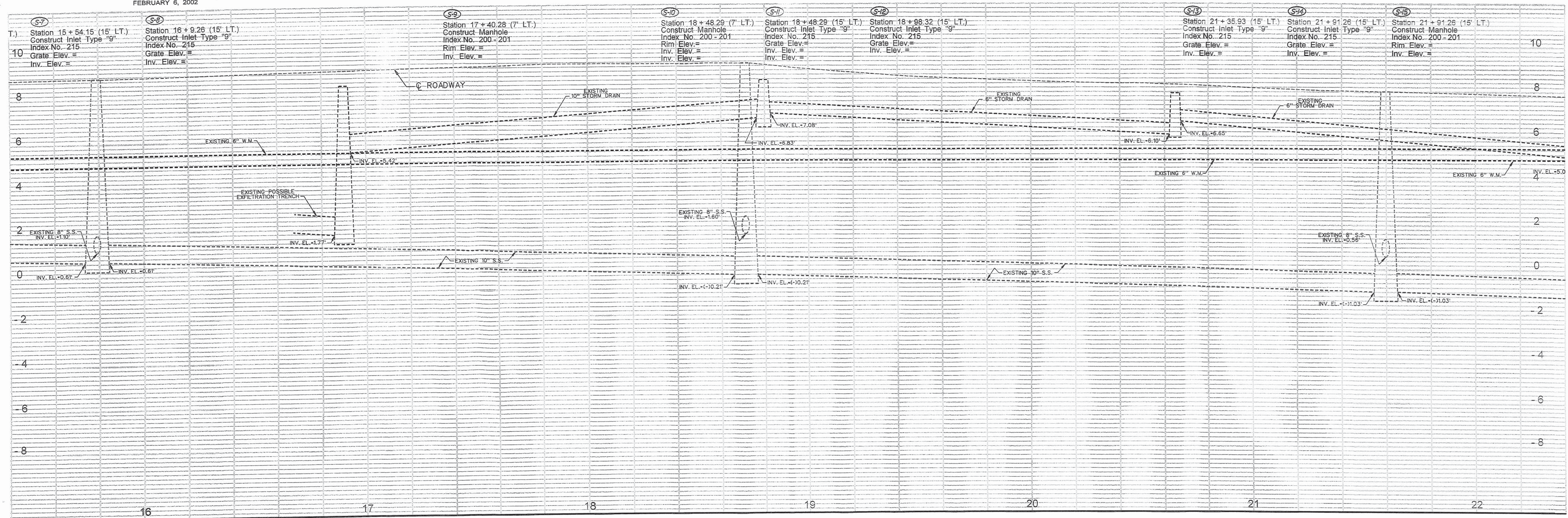
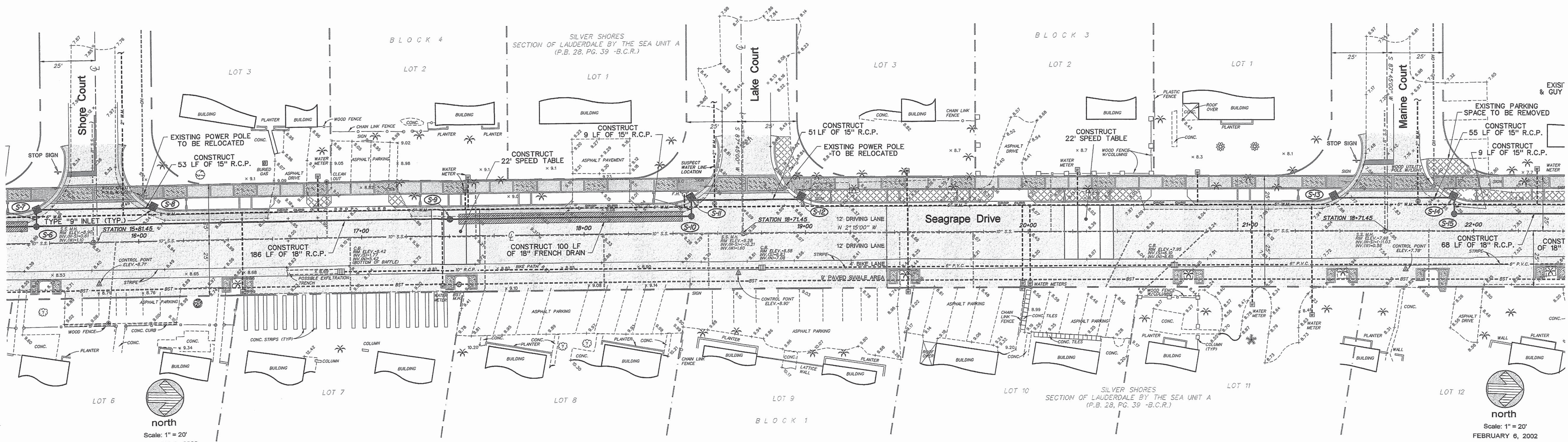
SEAGRAPE DRIVE REDEVELOPMENT

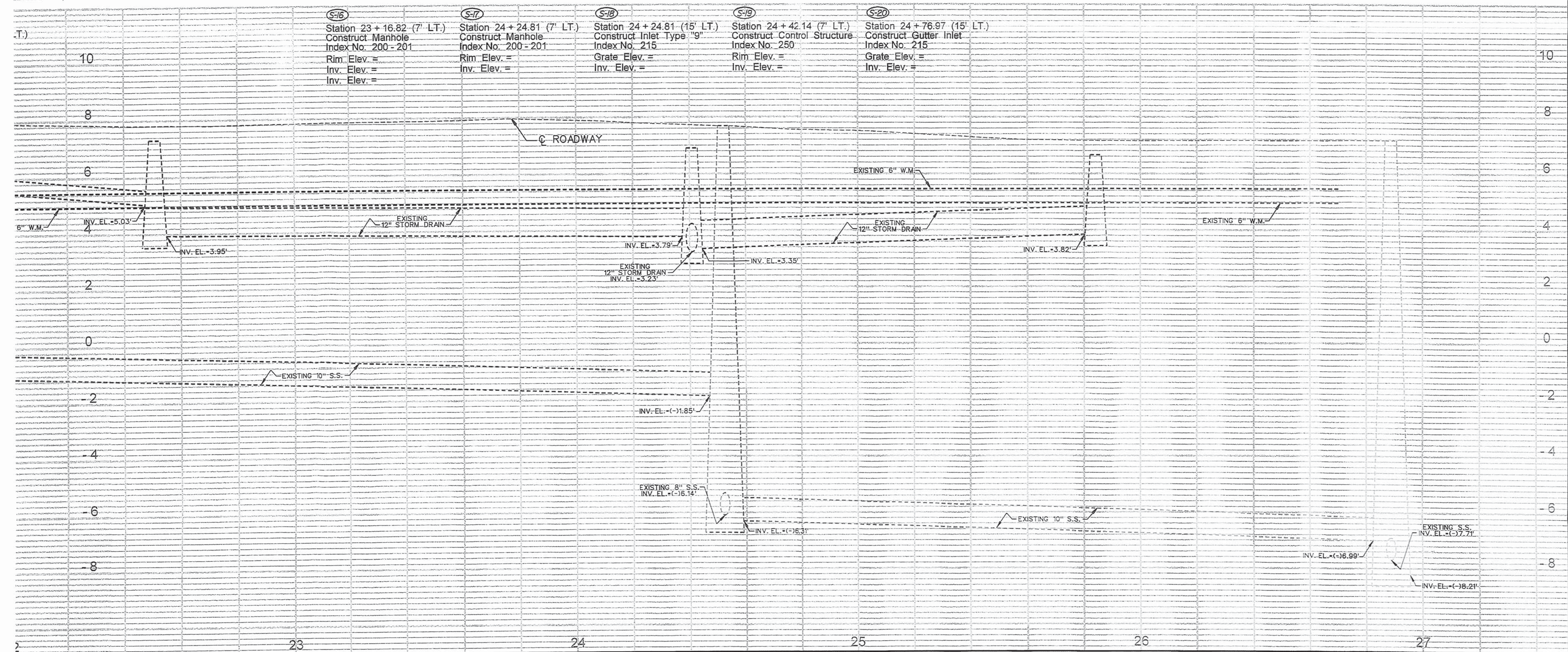
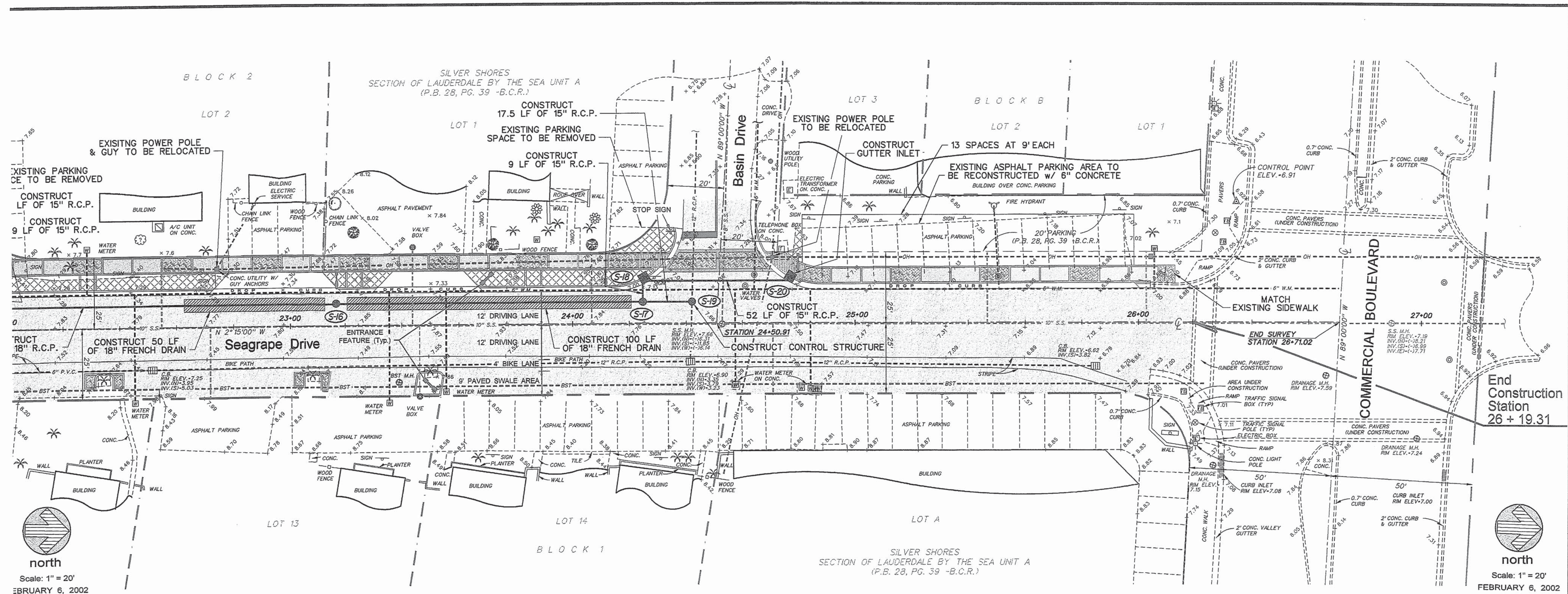
PREPARED FOR:
KELLER, INC.

CONCEPTUAL LANDSCAPE PLAN

FEB 07 2002
PROJECT NO.
02-0010

L-3
SHEET 3 OF 3





ORDINANCE NO. 2024-09

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30, “UNIFIED LAND DEVELOPMENT REGULATIONS,” OF THE TOWN’S CODE OF ORDINANCES BY REPEALING ARTICLE XI “SEAGRAPE DRIVE SIDEWALK PLAN,” FROM THE TOWN’S CODE OF ORDINANCES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (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, on January 11, 2005, the Town adopted Ordinance No. 2005-02, creating Article XI, titled “Seagrape Drive Sidewalk Plan,” of Chapter 30, Unified Land Development Regulations,” of the Town Code of Ordinances (the “Town Code”) to provide guidelines for sidewalk improvements along Seagrape Drive; and

WHEREAS, the Town Commission has determined that the Seagrape Drive Sidewalk Plan is no longer necessary or applicable due to changing development patterns and priorities within the Town; and

WHEREAS, the repeal of Chapter 30, “Unified Land Development Regulations,” Article XI, “Seagrape Drive Sidewalk Plan,” will allow for more flexible and modernized development standards for the Seagrape Drive corridor; and

WHEREAS, the Town desires to amend Chapter 30, “Unified Land Development Regulations,” Article XI, “Seagrape Drive Sidewalk Plan,” of the Town Code of Ordinances to reflect current policies, and provide consistency with Town objectives; and

EXHIBIT 2

WHEREAS, the Town Commission finds that it is in the best interest of the Town to repeal Chapter 30, “Unified Land Development Regulations,” Article XI, “Seagrape Drive Sidewalk Plan,” from the Town Code of Ordinances in its entirety.

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

Section 1. **Recitals.** The foregoing “Whereas” clauses are ratified and confirmed as being true, correct and reflective of the legislative intent underlying this Ordinance and are hereby made a specific part of this Ordinance.

Section 2. Repeal. That Chapter 30, “Unified Land Development Regulations,” Article XI, “Seagrape Drive Sidewalk Plan,” of the Town Code is hereby repealed as follows¹:

* * * * *

Chapter 30 – UNIFIED LAND DEVELOPMENT REGULATIONS

* * * * *

~~Article XI – SEAGRAPE DRIVE SIDEWALK PLAN~~

~~Sec. 30-571. Adopted.~~

The Town Commission adopts the Seagrape Drive Sidewalk Improvement Plan as the official design and construction guidelines for sidewalks on the east side of the Seagrape Drive right-of-way. A copy of the plan is attached to this Ord. No. 2005-02 as Exhibit "A." Amendments to the plan set may be made by resolution.

~~**Sec. 30-572. Applicability of plan.**~~

~~All development or redevelopment of property which has a common boundary with the right-of-way of Seagrape Drive shall contain construction design elements for a frontage sidewalk which conforms with the construction design elements shown on the Seagrape Drive Sidewalk Improvement Plan.~~

¹ Strikethrough words are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

~~Sec. 30-573. Site plan requirements and conditions of approval.~~

~~An application for development or redevelopment of a property along Seagrape Drive shall be accompanied by a site plan which clearly depicts design elements which conform with the design elements shown on the Seagrape Drive Sidewalk Improvement Plan. All development orders of the Town Commission for properties along Seagrape Drive shall contain a condition of approval requiring compliance with the sidewalk improvement plan.~~

~~Sec. 30-574. Compatibility with plan required for permit issuance.~~

~~No permit shall be issued for building or development activity if the work to be performed will result in construction inconsistent with the Seagrape Drive Sidewalk Improvement Plan. Administrative decisions to deny a permit based on incompatibility with the sidewalk improvement plan may be appealed to the Town Commission which shall conduct a quasi-judicial hearing to determine if the decision of the administrator should be sustained, reversed, or modified. A decision of the Town Commission constitutes final action and is subject to review by writ of certiorari to a court of competent jurisdiction.~~

~~Sec. 30-575. Payment of fee in lieu of constructing sidewalk improvements.~~

~~A property owner may, at the discretion of the Town Commission, be required to pay a fee in lieu of constructing actual sidewalk improvements, when the Commission determines that construction of the required sidewalk should be deferred to be coordinated with additional sidewalk improvements on Seagrape Drive. The fee shall be determined on a front footage basis, whereby the front footage of the property shall be multiplied by _____, (which represents the total estimated cost of the Seagrape Drive sidewalk improvements, divided by the total number of frontage feet for the project, as certified by the Town Consulting Engineer).~~

* * * * *

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.

EXHIBIT 2

Section 4. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Conflicting Ordinances. All prior ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of said conflict.

Section 6. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage on second reading.

Passed on first reading, this ____ day of _____, 2024.
Passed and adopted 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:

Katrina Adler, Town Clerk

(CORPORATE SEAL)

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118 APPROVED AS TO FORM:

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121 _____
122 Susan L. Trevarthen, Town Attorney

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Agenda Item No: 17.a.

Town Commission Agenda Item Report

Meeting Date: October 22, 2024

Submitted By: Lucila Lang, Finance Director

Submitting Department: Finance

Item Type: Ordinance

Agenda Section: ORDINANCES 2nd Reading

Subject Title: ORDINANCE NO. 2024-10- AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 18, "TAXATION AND FINANCE," ARTICLE V, "INVESTMENT PLAN," OF THE CODE OF ORDINANCES TO AMEND AUTHORIZED INVESTMENTS, QUALIFICATIONS OF FINANCIAL INSTITUTIONS AND DESIGNATION OF PRIMARY INVESTMENT OFFICER; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

Explanation: To maximize our finances, the Commission directed staff to invest some of our Town's funds. In establishing our investment relationship with our bank, Truist, we realized that the Town's investment policy was last updated in 1996 and was outdated, restricting our ability to invest with Truist. The proposed amendments to the policy allow the Town additional flexibility in our investment opportunities. These amendments also ensure that the Town is consistent with Section 218.415, Florida Statutes, which requires investment activities by a local government be consistent with a written investment plan adopted by the governing body. Proposed Ordinance 2024-10 proposes the following amendments.

Proposed Change	Line Number
Authorizes savings accounts and certificates of deposit in state-certified qualified public depositories	Line 59-60
Allows other investments as authorized by Florida Statute 218.415 as may be amended	Line 61
Better defines the broker dealers that the Town is authorized to transact business	Line 65-71
Changes the reporting requirement from Town Clerk to Finance Director	Line 99
Changes designated primary investment officer from Town Clerk to Town Manager or designees and requires Finance Director to handle the day-to-day administration of the cash	Line 95-98

management program	
Includes authorized investment signatories as Town Manager, Deputy Town Manager and Finance Director	Line 100-103
Requires policy to be reviewed annually	Line 107

While the policy restricted our investments with Truist, we were able to secure investment with South State Bank for \$2,000,000. However, the updates are important to provide the Town with flexibility in investment partners and allow future investment opportunities with Truist. The Commission approved First Reading of Ordinance 2024-10 at their October 8, 2024 meeting.

As required by FS 166.041(4), a business impact statement has been developed and is attached as Exhibit 2. Staff believes this Ordinance's impact to businesses will be negligible.

Recommendation: Approve Ordinance No. 2024-10 on second reading for October 22, 2024.

Exhibits:

1. Ordinance 2024-10 Investment Plan

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**AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, AMENDING CHAPTER 18, "TAXATION AND
FINANCE," ARTICLE V, "INVESTMENT PLAN," OF THE
CODE OF ORDINANCES TO AMEND AUTHORIZED
INVESTMENTS, QUALIFICATIONS OF FINANCIAL
INSTITUTIONS AND DESIGNATION OF PRIMARY
INVESTMENT OFFICER; 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 policies are current and consistent with the Town's 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, Section 218.415, Florida Statutes, provides that investment activity by a unit of local government must be consistent with a written investment plan adopted by the governing body; and

WHEREAS, the Town Commission desires to amend Chapter 18, “Taxation and Finance” Article V, “Investment Plan,” of the Town Code of Ordinances to update authorized investments, qualifications of broker dealers and designate the Town Manager as the primary investment officer of the Town; 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 18, “Taxation and Finance,” Article V, “Investment Plan,” of the Town Code of Ordinances, is hereby amended to read as follows¹:

* * *

Chapter 18 – TAXATION AND FINANCE

* * *

ARTICLE V. – INVESTMENT PLAN

* * *

Sec. 18-133. Authorized investments.

The Town's eligible investments shall be as follows:

- (1) Bonds, notes or other obligations of the United States for which the credit of the United States is pledged for the payment of the principal and interest or dividends thereof (F.S §§ 215.47(1)(a) and 218.345(1)(b)).
- (2) Securities of, or other interest in, any open-end or closed-end management type of investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. Section 80a-1 et seq., as amended from time to time, provided that the portfolio of such investment company or investment trust is limited to United States government obligations and to repurchase agreements fully collateralized by

¹ Additions to existing text are shown in underline. Deletions are shown in ~~strikethrough~~. Additions to existing text since 1st reading are shown in double underline. Deletions since 1st reading are shown in ~~double strikethrough~~.

such United States government obligations and provided that such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian.

(3) Investments in securities authorized by subsection (1) above may be under repurchase agreements. All repurchase agreement transactions shall adhere to the requirements of a master repurchase agreement which is negotiated and authorized by the Town Commission. The Town will require a minimum over-collateralization of 102 percent on all repurchase agreements.

(4) Participation in the State Board of Administration (SBA), local government surplus trust funds investment pool.

(5) Savings accounts and certificates of deposit in state-certified qualified public depositories, as defined in F.S. ch. 280.

(6) Any other investments authorized by F.S. Sec. 218.415 (16), as may be amended.

Sec. 18-134. Qualifications of financial institutions.

(a) *Broker dealers.* The Town will ~~only~~ transact business only with those broker dealers classified as primary dealers that report directly to the Federal Reserve Bank of New York with a minimum net capital of \$20,000,000, or non-primary securities (regional) dealers doing business in the state. Both the firm and the dealer for non-primary dealers must have been engaged in the business of effecting transactions in U.S. government and agency obligations for at least five (5) consecutive years. The non-primary dealer's firm must have capital of no less than ten million dollars (\$10,000,000). Both primary and non-primary dealers must qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net

capital rule). Annual reports may be required from each primary dealer and non-primary dealer to ensure its status and minimum capital requirement. The Town may purchase or sell securities through the broker dealer of its Town-authorized financial institution. When purchasing or selling securities in excess of ~~\$2,000,000~~ \$5,000,000 through broker dealers, the selection process will be through competitive bid with a minimum of three firms contacted for each trade.

(b) *Public depositories.* The Town will only transact business with those public depositories which are listed as qualified public depositories under F.S. ch. 280. The Town will further limit the qualified public depositories to those institutions which have a branch or their main office within Broward County, Florida.

(c) *Other financial institutions.* The Town may transact business with open-end management type investment companies or investment trusts registered under the Investment Company Act of 1940, 15 U.S.C. Section 80a-1 et seq., as amended from time to time, provided that the portfolio of such investment companies or investment trusts is limited to United States Government obligations.

* * *

Sec. 18-136. Reporting.

The ~~Town Clerk~~ Finance Director shall provide an investment portfolio report to the Town Manager annually, in conjunction with issuance of the Town's annual financial statements. This report shall contain a summary of the Town's present and matured investment securities, book value, income earned and market value for the fiscal year ending September 30. It will provide detail as to each investment held, original cost, purchase date, maturity, yield and other performance measures as may be requested.

Sec. 18-137. Delegation of Town.

The ~~Town Clerk~~ Town Manager, or their designee, is designated as the primary investment officer of the Town and is responsible for investment decisions and activities. The day-to-day administration of the cash management program is handled within the ~~Town Clerk's~~ Finance Director's Office. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures so established.

Positions authorized as investment signatories are Town Manager, ~~Town Clerk~~ Deputy Town Manager, and ~~Deputy Town Clerk~~ Finance Director. Other than automated overnight bank repurchase agreements, each investment transaction shall require written authorization by two investment signatories with no more than one signatory coming from the Town Clerk Manager. The persons holding these positions are also authorized to initiate wire transfers for the Town. These investment plan procedures shall be reviewed by the Town's authorized independent auditors as part of the Town's annual financial audit.

This policy shall be reviewed at least annually by the Town Manager and the Finance Director who may recommend any policy changes or revisions for adoption by the Town Commission.

Sec. 18-138. Prudence.

The standard of prudence to be applied by the investment officer shall be the "prudent person" rule, which states: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the

probable safety of their capital as well as the probable income derived." The "prudent person" rule shall be applied in the context of managing the overall portfolio.

The Town ~~Clerk~~Manager and staff, acting in accordance with these written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

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 8th day of October, 2024. Passed on

the second reading, this ____ day of _____, 2024.

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MAYOR EDMUND MALKOON

	First Reading	Second Reading
Mayor Malkoon	<u>YES</u>	<u></u>
Vice-Mayor Strauss	<u>YES</u>	<u></u>
Commissioner Pouloupoulos	<u>YES</u>	<u></u>
Commissioner Denapoli	<u>YES</u>	<u></u>
Commissioner Graziano	<u>YES</u>	<u></u>

ATTEST:

Town Clerk Katrina Adler

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Business Impact Estimate

This form should be included in the "set for public hearing" agenda item for ordinances, and must be posted on the Town's website by the time notice of the proposed ordinance is published.

Ordinance title:

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 18, "TAXATION AND FINANCE," ARTICLE V, "INVESTMENT PLAN," OF THE CODE OF ORDINANCES TO AMEND AUTHORIZED INVESTMENTS, QUALIFICATIONS OF FINANCIAL INSTITUTIONS AND DESIGNATION OF PRIMARY INVESTMENT OFFICER; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

If any of the following exceptions to the Business Impact Estimate requirement apply, check the applicable box and leave the remainder of the form blank.



The ordinance is required for compliance with federal or state law or regulation;



The ordinance relates to the issuance or refinancing of debt;



The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;



The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by the Town;



The ordinance is an emergency ordinance;



The ordinance relates to procurement; or



The ordinance is enacted to implement the following:

- a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
- b. Sections 190.005 and 190.046, regarding community development districts;
- c. Section 553.73, relating to the Florida Building Code; or
- d. Section 633.202, relating to the Florida Fire Prevention Code.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Section 218.415, Florida Statutes provides that investment activities by a local government must be consistent with a written investment plan adopted by the governing body. The Town's investment plan is in need of updating to provide for additional authorized investments, to include minimum requirements for non-primary broker dealers, in addition to broker dealers that report directly to the Federal Reserve Bank of New York, to provide for the Town Manager as primary investment officer instead of the Town Clerk, and to provide that the investment policy be reviewed annually by the Town Manager and Finance Director to enable the policy to be current with the financial markets

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the Town of Lauderdale-By-The-Sea:

N/A

3. Estimate of direct compliance costs that businesses may reasonably incur:

N/A

4. Any new charge or fee imposed by the proposed ordinance:

N/A

5. Estimate of the Town of Lauderdale-By-The-Sea's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

N/A

6. Estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

7. Additional information (if any):

N/A



Agenda Item No: 18.a.

Town Commission Agenda Item Report

Meeting Date: October 22, 2024

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

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2024-45 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST) CYBERSECURITY FRAMEWORK AS THE TOWN'S CYBERSECURITY STANDARDS IN COMPLIANCE WITH SECTION 282.3185, FLORIDA STATUTES; AUTHORIZING THE TOWN MANAGER TO ADOPT AND IMPLEMENT CYBERSECURITY POLICIES CONSISTENT WITH THE NIST CYBERSECURITY FRAMEWORK; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

Explanation: Section 282.3185, Florida Statutes, entitled the Local Government Cybersecurity Act (the "Act"), sets forth cybersecurity guidelines and requirements for local governments. Pursuant to the Act, local governments with a population of less than 25,000, such as the Town, must adopt cybersecurity standards by January 1, 2025. The Act requires that the Town adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity.

In accordance with the Act, such standards must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology cybersecurity framework. The Town must complete the Local Governance Cybersecurity Standards Attestation Form online, notifying Florida digital services of the cybersecurity standards being adopted.

Consistent with the Act, the Town and its IT vendor, GiaSpace, may further utilize any standards, guidelines, and best practices from within any generally accepted cybersecurity standard to establish cybersecurity policies for the Town, providing such policies are as stringent or more stringent than those provided by the NIST CSF.

Currently, the Town meets the minimum standards and also includes additional, more stringent policies. Resolution 2024-45 formally documents the Town's compliance with Statute 282.3185.

Recommendation: Approve Resolution 2024-45

Exhibits:

1. Resolution Adopting Cybersecurity Standards-10-22-24

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A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST) CYBERSECURITY FRAMEWORK AS THE TOWN'S CYBERSECURITY STANDARDS IN COMPLIANCE WITH SECTION 282.3185, FLORIDA STATUTES; AUTHORIZING THE TOWN MANAGER TO ADOPT AND IMPLEMENT CYBERSECURITY POLICIES CONSISTENT WITH THE NIST CYBERSECURITY FRAMEWORK; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) is committed to safeguarding its data, information technology, and information technology resources to ensure their availability, confidentiality, and integrity; and

WHEREAS, Section 282.3185(4)(a), Florida Statutes, requires that each local government adopt cybersecurity standards consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology (NIST) Cybersecurity Framework; and

WHEREAS, the Town is required to notify the Florida Digital Service of its compliance with these statutory cybersecurity standards; and

WHEREAS, the Town Commission desires to adopt the NIST Cybersecurity Framework and authorize the Town Manager to develop and implement administrative policies consistent with the NIST Cybersecurity Framework to ensure that the Town's data and information technology infrastructure is safeguarded; and

WHEREAS, the Town Commission finds that it is in the best interests of the Town to proceed as indicated in this Resolution.

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

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

35 **Section 2. Adoption of NIST Cybersecurity Framework.** The NIST Cybersecurity
36 Framework is hereby adopted as the Town’s official cybersecurity standards to safeguard its data,
37 information technology, and information technology resources, ensuring their availability,
38 confidentiality, and integrity.

39 **Section 3. Authorization.** The Town Manager is hereby authorized to develop and
40 implement cybersecurity policies and procedures consistent with the NIST Cybersecurity
41 Framework to further protect the Town’s data and information technology infrastructure.

42 **Section 4. Implementation.** The Town Manager and appropriate Town officials are
43 hereby authorized to take any necessary action to effectuate the intent of this Resolution.

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

46 **PASSED AND ADOPTED** this _____ day of October, 2024.

47 _____
48 Mayor Edmund Malkoon
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50 Attest:
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55 _____
56 Katrina Adler, Town Clerk
57 (CORPORATE SEAL)
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59 APPROVED AS TO FORM:
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Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: October 22, 2024

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

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2024-46: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH KILOWATT ELECTRIC COMPANY FOR LICENSED ELECTRICAL CONTRACTOR SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF CORAL SPRINGS CONTRACT AWARDED PURSUANT TO INVITATION TO BID NO. 23-B-013F; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: In 2020, the Commission approved a piggyback agreement with Kilowatt Electric, to complete several electrical projects such as pedestrian lighting and electrical outlets in the west business district, replacement of the electrical panel at Public Works, electrical service installation for the level II chargers in the A1A Lot and installation of bollards on Bougainvillea as well as at the Friedt Park Courtyard. This contract has since expired and, in the upcoming years, we continue to have several larger projects that will once again require a contractor to perform these services.

The Town Purchasing Manual, (Section IV.E) authorizes the Town to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process, this is known as cooperative purchasing which is also referred to as "piggyback" and a process we continue to utilize to secure competitive rates for Town projects. Killowat Electric has been responsive with competitive rates, and staff recommends that the Commission approves the attached piggyback agreement utilizing the agreement between Kilowatt and the City of Coral Springs procured pursuant to the City of Coral Springs Bid #23-B-013F. The initial contract term is valid through January 10, 2026, with an additional two (2) three (3)-year renewals which makes the final expiration date of the contract January 10, 2032, using the rates specified in Section 5 of the Coral Springs contract (Exhibit 1 to the Town's agreement).

Recommendation: Approve Resolution 2024-46 Authorizing the Town Manager to execute the piggyback agreement from the City of Coral Springs contract with Kilowatt Electric Company.

Exhibits:

1. Resolution 2024-46 - Approving A Piggyback Agreement With Kilowatt Electric Company For Elctrical Contracting Services v2

RESOLUTION NO. 2024-46

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH KILOWATT ELECTRIC COMPANY FOR LICENSED ELECTRICAL CONTRACTOR SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF CORAL SPRINGS CONTRACT AWARDED PURSUANT TO INVITATION TO BID NO. 23-B-013F; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) wishes to secure licensed electrical contractor services to support various electrical systems and public works projects (the “Services”); and

WHEREAS, the City of Coral Springs (the “City”), entered into an agreement with Kilowatt Electric Company (the “Contractor”), pursuant to the City’s Invitation to Bid No. 23-B-013F for the Services (the “Coral Springs Agreement”); and

WHEREAS, the Town desires to enter into an agreement, in substantially the form attached hereto as Exhibit “A,” with the Contractor utilizing the same or better terms and conditions as the Coral Springs Agreement (the “Piggyback Agreement”); and

WHEREAS, Section IV.E. “Cooperative Purchasing (Piggybacking)” of the Town’s Purchasing Manual provides that purchases made under the provisions of another government’s purchasing contracts shall be exempt from the competitive bidding requirements provided that certain criteria set forth are all satisfied; and

WHEREAS, Town Staff recommends that the Town Commission approve and authorize the Piggyback Agreement with the Contractor for the Services; and

WHEREAS, in accordance with Section IV.E. of the Town’s Purchasing Manual, the Town Commission desires to approve the Piggyback Agreement with the Contractor, in substantially the form attached hereto as Exhibit “A,” and authorize the Town Manager to execute the Piggyback Agreement; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the Piggyback Agreement with the Contractor, utilizing the Coral Springs Agreement.

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

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

Section 2. Approval of Agreement. The Town Commission hereby approves the Piggyback Agreement with the Contractor for the Services.

Section 3. Authorization to Execute Agreement. The Town Manager is hereby authorized to execute the Piggyback Agreement with the Contractor for the provision of the Services, 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. Authorization to Implement. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

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

PASSED AND ADOPTED this _____ day of _____, 2024.

Mayor Edmund Malkoon

Attest:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**TOWN OF LAUDERDALE-BY-THE-SEA AGREEMENT WITH KILOWATT ELECTRIC
COMPANY
(Piggyback Competitive Award)**

This Agreement is made this ____ day of _____, 2024 (the "Effective Date") between the Town of Lauderdale-By-The-Sea, a municipal corporation organized and existing under the laws of the State of Florida and whose address 4501 North Ocean Drive, Lauderdale-By-The-Sea, FL 33308 (the "Town"), and Kilowatt Electric Company (the "Contractor").

WITNESSETH

WHEREAS, the Town wishes to enter into an agreement with the Contractor (this "Agreement") to provide licensed electrical contractor services to support various electrical systems and public works projects (the "Services"); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the City of Coral Springs and the Contractor as set forth in the Invitation To Bid No. 23-B-013F, attached hereto and incorporated herein as Exhibit "1" (the "Coral Springs Contract"); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and Coral Springs Contract, except as otherwise modified herein; and

WHEREAS, the Town Procurement Manual authorizes the Town to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Contract Terms. The terms and conditions of the Coral Springs Contract, attached hereto as Exhibit "1," is incorporated as though fully set forth herein. In the event of conflict between or among this Agreement and the terms and conditions of the Coral Springs Contract, the order of priority shall be: this Agreement, and the Coral Springs Contract.

The following additional provisions are included:

A. The "Town of Lauderdale-By-The-Sea" and "the Town" shall be deemed

substituted for "City of Coral Springs" with regard to any and all provisions of the Coral Springs Contract, including by example, and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents, which is incorporated herein by this reference. All recitals, representations, and warranties of Contractor made in the City of Coral Springs, including Contractor's proposal, are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein.

- B. The Town shall compensate the Contractor for the Services provided under this Agreement in an amount not to exceed budgeted funds.
- C. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida.

D. Public Records

1. Contractor shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:
2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor 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.
3. Upon request from the Town's custodian of public records, Contractor 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.
4. 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.
5. 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 Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored

electronically by Contractor 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 Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

6. Any compensation due to Contractor shall be withheld until all records are received as provided herein. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT townclerk@lauderdalebytheseafl.gov, OR BY MAIL: Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The Sea, Florida 33308.**

Refusal of the Contractor to comply with the provisions of this Section shall be grounds for immediate termination for cause by the Town of this Agreement.

E. Scrutinized Companies

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

3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
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.

F. ETHICS

1. Contractor warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
2. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.
3. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.
4. Compliance with Applicable Law: Contractor covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. Contractor covenants that it will conduct no activity or provide any service that is unlawful or offensive.

G. INSURANCE

Contractor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the Town are named as additional insureds with respect to the required coverage. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect.

All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Broward County, Florida. The Town may accept coverage carriers having lower Best's ratings upon review of financial information concerning

Contractor and the insurance carrier.

Contractor shall maintain in full force and effect throughout the contract the following types and limitations of insurance coverage:

- 1. Comprehensive General Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$2,000,000 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.
- 2. Workers' Compensation Insurance** – Statutory.
- 3. Comprehensive Automobile Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$1,000,000 Hired & Non Owned Auto Liability.

H. INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties for work or materials required under or related to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Contractor's performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement. 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.

I. NONCOERCIVE CONDUCT AFFIDAVIT.

Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required

affidavit attached hereto and incorporated herein.

J. PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.

If this contract contemplates the Town giving access to an individual's personal identifying information, then the following applies:

1. Pursuant to Section 287.138, Florida Statutes, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria of Section 287.1838, Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

Section 2. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies as provided below:

For Town: Town Manager
 Town of Lauderdale-By-The-Sea
 4501 North Ocean Drive
 Lauderdale-By-The-Sea, FL 33308

Copy to: Town Attorney
 Town of Lauderdale-By-The-Sea
 4501 North Ocean Drive
 Lauderdale-By-The-Sea, FL 33308

For Contractor: KILOWATT ELECTRIC COMPANY
 Attn: Edward Flack, President
 1700 NW 22nd Avenue
 Pompano Beach, Florida 33069

Section 3. Severability. This Agreement sets forth the entire agreement between Contractor and the Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the

parties.

Section 4. Waiver of Jury Trial. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement or arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

TOWN:

TOWN OF LAUDERDALE-BY-THE-SEA

Linda Connors, Town Manager

Date:_____

CONTRACTOR:

KILOWATT ELECTRIC
COMPANY

Edward Flack, President

Date:_____

Attest: _____
Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with the Town is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and the Town, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed 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

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the Town may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Town which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed 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

**AGREEMENT BETWEEN CITY OF CORAL SPRINGS, FLORIDA
AND KILOWATT ELECTRIC COMPANY FOR LICENSED ELECTRICAL
CONTRACTOR SERVICES**

THIS AGREEMENT, made and entered into the 11 day of January, 2023
(hereinafter "Effective Date") by and between:

CITY OF CORAL SPRINGS, FLORIDA

a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

KILOWATT ELECTRIC COMPANY

a Florida corporation
1700 NW 22nd Avenue
Pompano Beach, Florida 33069
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on October 25, 2022, CITY issued Bid Number 23-B-013F for Licensed Electrical Contractor Services (hereinafter "Bid"); and

WHEREAS, CITY staff has reviewed the Bid and recommends that CONTRACTOR be selected for the services identified in the Bid, attached hereto and incorporated herein as Exhibit "A," and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. PURPOSE

2.01 CITY hereby retains CONTRACTOR for various electrical contractor services.

2.02 CONTRACTOR agrees that should the work performed by CONTRACTOR not meet CITY's standards or be to the satisfaction of CITY, CONTRACTOR shall be required to redo services described above, or perform any corrective measures that CITY, in its sole discretion, deems appropriate.

2.03 In the event that CONTRACTOR damages any property of CITY, CONTRACTOR agrees that it shall be responsible to either repair or replace the damaged property and that the property shall be restored to its original condition.

SECTION 3. SCOPE OF WORK

Subject to the terms and conditions of this Agreement, CITY hereby retains CONTRACTOR to provide the services as detailed in the Bid, attached hereto and incorporated herein as Exhibit "A."

SECTION 4. RESPONSIBILITIES OF CITY

CITY shall use its best efforts in cooperating with CONTRACTOR in providing the information and documentation necessary to CONTRACTOR in the performance of services under this Agreement.

SECTION 5. COMPENSATION

All payments for services shall be in accordance with the cost as designated in the Pricing Sheet, which is included in the Bid, attached hereto and incorporated herein as Exhibit "A," and invoiced by CONTRACTOR.

SECTION 6. TERM OF AGREEMENT

This term of this Agreement shall be from January 11, 2023 and shall terminate on January 10, 2026 with the option to renew for two (2) additional three (3) year renewals.

SECTION 7. TERMINATION

7.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

7.02 In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available

to it, including, but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

SECTION 8. INDEMNIFICATION

8.01 The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR under this Agreement or the breach of this Agreement by CONTRACTOR.

8.02 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

8.03 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

8.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

8.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

SECTION 9. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in business

operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

SECTION 10. INSURANCE

10.01 CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.

(f) Owner's or Contractor's Protective Liability.

10.02 UPON CONTRACT EXECUTION, THE CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

10.03 These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than Two Million (\$2,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

10.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

10.07 CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

10.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

10.09 CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

10.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

SECTION 11. **ACCIDENT PREVENTION**

CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents or employees shall be liable to CONTRACTOR for any damages that may be sustained by CONTRACTOR through exercise by CITY of such right.

SECTION 12. **INDEPENDENT CONTRACTOR STATUS**

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

SECTION 13. **NON-EXCLUSIVITY**

This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

SECTION 14. **COMPLIANCE WITH LAWS**

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

SECTION 15. **PERMITS, FEES AND LICENSES**

CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

SECTION 16. **TAXES**

CONTRACTOR agrees to pay all applicable sales, consumer use and other similar taxes required by law.

SECTION 17. **CONFLICT OF INTEREST**

17.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to CITY.

17.02 CONTRACTOR is aware of the conflict-of-interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

17.03 CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

SECTION 18. **WARRANTIES**

18.01 CONTRACTOR warrants to CITY that the services performed hereunder shall be performed in a workmanlike manner, and that such services, including all materials and equipment provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality and free from fault and defects, whether patent or latent, and be merchantable and fit for the ordinary purposes for which they are intended.

18.02 CONTRACTOR warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

18.03 CONTRACTOR warrants to CITY that the consummation of the services set out in this Agreement shall not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONTRACTOR is a party.

18.04 CONTRACTOR warrants that it does not have any financial interest in marketing CITY's debt, or financial interest with investment banks, banks or underwriters associated with CITY's proposed debt issues.

18.05 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

18.06 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

SECTION 19. ASSIGNMENT

19.01 CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY's prior written approval.

19.02 Changes in Staff. CONTRACTOR will advise CITY not less than thirty (30) days in advance of any proposed changes in CONTRACTOR's staff assignment to enable CITY an opportunity to discuss such proposed changes with CONTRACTOR.

SECTION 20. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

SECTION 21. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

SECTION 22. RECORDS AND AUDIT

22.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

22.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT,

CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

22.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide CITY 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 in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

22.04 NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

SECTION 23. **CUMULATIVE REMEDIES**

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

SECTION 24. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 25. **ATTORNEY'S FEES AND COSTS**

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 26. **GOVERNING LAW; VENUE**

26.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

26.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 27. **CONSTRUCTION OF AGREEMENT**

27.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

27.02 The parties agree that this Agreement was jointly drafted, and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

SECTION 28. **SEVERABILITY**

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 29. **CONFLICT**

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

SECTION 30. **FORCE MAJEURE AND APPROPRIATION**

30.01 In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

30.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 31. **E-VERIFY**

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

SECTION 32. The same prices, terms and conditions of this agreement shall be available to other governmental entities located in Broward County, Miami-Dade County and Palm Beach County.

SECTION 33. NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Gail Dixon, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1104
Email: gdixon@coralsprings.gov

CONTRACTOR: Edward Flack, President
Kilowatt Electric Company
1700 NW 22nd Avenue
Pompano Beach, Florida 33069
Telephone: (954) 975-8200
Email: eddie_flack@kilowatt-electric.com

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, CITY OF CORAL SPRINGS and KILOWATT ELECTRIC COMPANY have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:



GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA



SCOTT BROOK, Mayor

APPROVED AS TO FORM:



Christina Gomez (Dec 28, 2022 18:42 EST)

CHRISTINA M. GOMEZ

Assistant City Attorney

KILOWATT ELECTRIC COMPANY

By: edward flack

Title: president

Print Name: edward flack



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

KILOWATT ELECTRIC COMPANY

Filing Information

Document Number P93000023334

FEI/EIN Number 65-0406974

Date Filed 03/25/1993

State FL

Status ACTIVE

Principal Address

1700 NW 22ND AVENUE
POMPAÑO BEACH, FL 33069

Changed: 03/25/2009

Mailing Address

1700 NW 22ND AVENUE
POMPAÑO BEACH, FL 33069

Changed: 03/25/2009

Registered Agent Name & Address

FLACK, EDWARD D
1700 NW 22ND AVENUE
POMPAÑO BEACH, FL 33069

Name Changed: 05/02/2000

Address Changed: 03/25/2009

Officer/Director Detail

Name & Address

Title PD

FLACK, EDWARD
1700 NW 22ND AVE
POMPAÑO BEACH, FL 33069

Title TS

FLACK, SHAINA M
1700 NW 22ND AVE
POMPANO BEACH, FL 33069

Annual Reports

Report Year	Filed Date
2020	01/13/2020
2021	01/11/2021
2022	01/24/2022

Document Images

01/24/2022 -- ANNUAL REPORT	View image in PDF format
01/11/2021 -- ANNUAL REPORT	View image in PDF format
01/13/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
01/14/2018 -- ANNUAL REPORT	View image in PDF format
01/16/2017 -- ANNUAL REPORT	View image in PDF format
03/29/2016 -- ANNUAL REPORT	View image in PDF format
01/10/2015 -- ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
06/11/2013 -- ANNUAL REPORT	View image in PDF format
04/05/2012 -- ANNUAL REPORT	View image in PDF format
02/28/2011 -- ANNUAL REPORT	View image in PDF format
04/14/2010 -- ANNUAL REPORT	View image in PDF format
03/25/2009 -- Reg. Agent Change	View image in PDF format
01/22/2009 -- ANNUAL REPORT	View image in PDF format
01/08/2008 -- ANNUAL REPORT	View image in PDF format
11/11/2007 -- ANNUAL REPORT	View image in PDF format
05/02/2007 -- ANNUAL REPORT	View image in PDF format
04/03/2006 -- ANNUAL REPORT	View image in PDF format
04/11/2005 -- ANNUAL REPORT	View image in PDF format
04/30/2004 -- ANNUAL REPORT	View image in PDF format
04/14/2003 -- ANNUAL REPORT	View image in PDF format
05/29/2002 -- ANNUAL REPORT	View image in PDF format
04/17/2001 -- ANNUAL REPORT	View image in PDF format
05/02/2000 -- ANNUAL REPORT	View image in PDF format
03/22/1999 -- ANNUAL REPORT	View image in PDF format
01/15/1998 -- ANNUAL REPORT	View image in PDF format
08/14/1997 -- ANNUAL REPORT	View image in PDF format
03/27/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format



BID FORMS SUBMISSION CHECKLIST

Project Name: Licensed Electrical Contractor

Bid No. 23-B-013F

Bidders Company Name: Kilowatt Electric Company

The following forms are to be completed and returned with the bid submittal on the above-named project. **Please submit one (1) original or electronic copy of the required forms.**

1. ☒ Bid submission checklist
2. ☒ Invitation to Bid – Bidder Acknowledgement (Page 1 only)
3. ☒ Bid Form & Bidder's Certification
5. ☒ Certified Resolution
6. ☒ Non-Collusive Affidavit
7. ☒ Foreign (non-Florida) Corp.
8. ☒ Qualifications Statement
9. ☒ References
10. ☒ Insurance Certificate
11. ☒ Proof of E-Verify Registration
12. ☒ Addenda Cover Page

***Omission of any of these forms may cause your bid to be deemed non-responsive.**



DATE: October 25, 2022

BID NUMBER: 23-B-013F

INVITATION TO BID

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as the CITY, will receive sealed Bids at the office of the Purchasing Manager, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, for:

LICENSED ELECTRICAL CONTRACTOR

Sealed Bids must be received and time stamped by the Purchasing Division Office, electronically, by mail, or hand delivery, no later than 2:00 p.m. local time on Wednesday, November 16, 2022. A public opening will take place at or before 2:15 p.m. in the Everglades Room located on the 1st floor in City Hall on the same date. Any bids received after 2:00 p.m. local time on said date will not be accepted under any circumstances. The Bidder is responsible to ensure that the electronic files were properly received, any uncertainty regarding the time a bid is received will be resolved against the Bidder. Electronic Bid Submittals will be accepted through www.DemandStar.com or emailed to bids@coralsprings.gov. Physically delivered Bid Submittal will also be accepted.

Any questions you may have regarding this project can be sent via email to mmachuca@coralsprings.gov. The last day to submit questions will be Monday, November 7, 2022 by 5:00p.m. Questions received after the stated date and time will not be addressed.

The CITY reserves the right to reject any or all bids, to re-advertise for bids or take any other such actions that may be deemed to be in the best interests of the CITY.

Miguel Machuca
Assistant Purchasing Manager

CITY OF CORAL SPRINGS, FLORIDA

INVITATION TO BID

SUBMIT BID TO:

PURCHASING DIVISION
CORAL SPRINGS CITY HALL
9500 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA 33065

BIDDER ACKNOWLEDGMENT

- GENERAL CONDITIONS -

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF CORAL SPRINGS. THE CITY OF CORAL SPRINGS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all Bid sheets in a sealed envelope. The face of the envelope shall contain the above address, the date and time of Bid opening and Bid number. Bids not submitted on attached Bid Form may be rejected. All Bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

BID TITLE: LICENSED ELECTRICAL CONTRACTOR

BID NO.: 23-B-013F

BIDS WILL BE OPENED 2:00 P.M. (EST), November 16, 2022 and may not be withdrawn during the 90 calendar days following such date and time.

PURCHASING AGENT (NAME & TELEPHONE NO.):

Miguel Machuca 954-344-1101

Kilowatt Electric Company

CORRECT LEGAL NAME OF BIDDER:

(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE: President

TYPED/PRINTED NAME OF
AUTHORIZED AGENT: Edward Flack

ADDRESS: 1700 NW 22ND AVE
Pompano Beach, FL 3309

PHONE NO: (954) 975-8200
FEDERAL ID NUMBER OR SOCIAL
SECURITY NUMBER OF BIDDER: 65-0406974

65-0406974

I certify that this Bid acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities/ services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through 5 inclusive of the Invitation to Bid as well as any special instructions if applicable.

INSTRUCTIONS TO BIDDERS:

1. DEFINED TERMS

1.1 Terms used in these Instructions to Bidders are defined and have the meanings assigned to them. The term "Bidder" means one who submits a Bid directly to CITY, as distinct from a sub-bidder who submits a Bid to the Bidder. The term "Successful Bidder" means the most responsible and responsive Bidder to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the CITY of Coral Springs, a municipal corporation of the State of Florida. The term "Bid Documents" includes the Invitation to Bid, Instructions to Bidders, Special Conditions, Bid Form, Non-Collusive Affidavit, Certificate(s) of Insurance, if required, Payment and Performance Bonds, if required, Corporate Resolution, Bid Security, if required, and the proposed Contract Documents, if any, including all Addenda issued prior to receipt of Bids.

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bid Documents must be used in preparing Bids. CITY does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. CITY, in making copies of Bid Documents available does so only for the purpose of

NON-COLLUSIVE AFFIDAVIT

State of FLORIDA)

)ss.

County of BROWAR)

EDWARD FLACK

that:

being first duly sworn, deposes and says

- (1) He/she is the OWNER, (Owner, Partner, Officer, Representative or Agent) of KILOWATT ELECTRIC COMPANY, the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

Shaina Flack

Diane Garlinghouse

By:

EDWARD FLACK

(Printed Name)

PRESIDENT

(Title)

ACKNOWLEDGEMENT

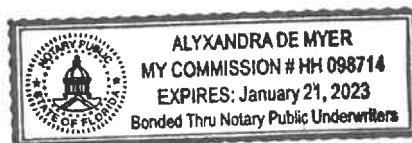
State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 15th day of November 2022
2022, by Edward D Flack, who is personally known to me
or who has produced _____ as identification and who did (did not) take an
oath.

WITNESS my hand and official seal

Alyxandra de Myer
NOTARY PUBLIC



Alyxandra de Myer
(Name of Notary Public: Print,
Stamp, or Type as Commissioned.)

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):

- (a) Maintaining, defending, or settling any proceeding.
- (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
- (c) Maintaining bank accounts.
- (d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
- (e) Selling through independent contractors.
- (f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
- (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
- (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
- (i) Transacting business in interstate commerce.
- (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
- (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
- (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
- (m) Owning, without more, real or personal property.

(3) The list of activities in subsection (2) is not exhaustive.

(4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
- (II) _____ Sole Proprietorship or Self-Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

NA

BIDDER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OF BIDDER

CERTIFIED RESOLUTION

I, EDWARD D FLACK (Name), the duly elected Secretary of PRESIDENT _____ (Corporate Title), a corporation* organized and existing under the laws of the State of FLORIDA _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT EDWARD D FLACK (Name)" The duly elected PRESIDENT (Title of Officer) of KILOWATT ELECTRIC COMPANY (Corporate Title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coral Springs and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

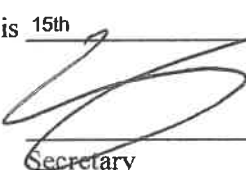
I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>EDWARD FLACK</u>	<u>PRESIDENT</u>	
<u>SHAINA FLACK</u>	<u>SECRETARY</u>	
_____	_____	_____

Given under my hand and the Seal of the said corporation this 15th day of November 2022
_____, 202__.

(SEAL)

By:


Secretary

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

*The Term Corporation shall include Corporation, Company, or Partnership



**BID FORM FOR LICENSED ELECTRICAL CONTRACTOR
BID NO. 23-B-013F**

SUBMITTED TO: City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with CITY to perform all work as specified in the Bid Documents for the price(s) and within the time indicated in this Bid, and in accordance with the terms and conditions of the Bid Documents.
2. Bidder accepts and hereby incorporates by reference in this Bid Form all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those pertaining to the disposition of Bid Security.
3. Bidder has examined the site of the project and has become fully informed concerning the local conditions, and nature and extent of work. Bidder has examined the indemnification and liquidated damages provisions, if any, and the bond and insurance requirements of the bid, and accepts and agrees to abide by those terms and conditions without exception or limitation of any kind.
4. Bidder has given the Purchasing Manager written notice of all conflicts, errors or discrepancies that it has discovered in the Bid and/or Contract documents and the written resolution thereof by the Purchasing Manager is acceptable to Bidder.
5. Bidder proposes to furnish all labor, materials, equipment, machinery, tools, transportation, supplies, services, and supervision for the work described as follows:

LICENSED ELECTRICAL CONTRACTOR

6. Bidder will complete the work for the following price(s):

Item	Estimated Quantity	Description	Unit Cost	Extended Cost
1	2,000 hours	State registered or Broward County Licensed Electrical Contractor 8:00 a.m. thru 5:00 p.m. Monday thru Friday (excluding City holidays)	\$ 42	\$ 84,000
2	40 hours	State registered or Broward County Licensed Electrical Contractor. All times other than those listed on item #1.	\$ 63.00	\$ 2,520
3	\$10,000	Contractor's cost of materials and equipment rental (if required) multiplied by mark-up for profit, overhead, etc. (Ex. \$10,000 x 1.2 = \$12,000)	X 1.29 =	\$ 12,900
Grand Total for Items 1 thru 3				\$99,420

OPTIONS: Fill out this section of the bid only if applicable to your company	
Does your firm have a bucket truck available for project use? (Yes or No)	YES
What is the size of Bucket Truck?	38 - 60
Cost for Bucket Truck use with Operator?	\$55.00/HR

NOTE: The hours and materials figures shown above are only estimates and are not to be interpreted as a minimum amount of work given under this contract.

7. The undersigned Bidder will extend the same prices, terms and conditions to other governments located in Broward, Miami-Dade, and Palm Beach County during the period covered by this contract and any extensions, if required. X Yes ___ No
8. Acknowledgement is hereby made of the following Addenda (identified by number) received since issuance of the Invitation to Bid:

Addendum No. _____	Date _____
Addendum No. _____	Date _____
Addendum No. _____	Date _____
9. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW THE INSURANCE COVERAGE REQUIREMENTS CONTAINED IN THE INSTRUCTIONS TO BIDDERS PRIOR TO SUBMITTING YOUR BID TO ENSURE COMPLIANCE WITH ALL INSURANCE REQUIREMENTS.
10. The CITY reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the CITY deems in its best interests.
11. Communications concerning this Bid shall be addressed to:

Name: EDWARD FLACK

Address: 1700 NW 22ND AVE, POMPAÑO BEACH, FL 33069

Email: EDDIE_FLACK@KILOWATT-ELECTRIC.COM

Telephone No.: 954-975-8200

Fax No.: 954-975-9946

12. The following documents are attached to and made as a condition to this Bid:

- (a) Bidder Acknowledgement (Page 1 only)
- (b) Bid Form and Bidder's Certification
- (c) Certified resolution (corporation, partnerships)
- (d) Non-collusive affidavit
- (e) Bidder's Foreign (Non-Florida) corporate statement
- (f) Bidder's qualification statement
- (g) References
- (h) Certificate(s) of insurance
- (i) Proof of E-Verify Registration
- (j) Addenda Cover Page

BIDDER'S CERTIFICATION

WHEN BIDDER IS A CORPORATION, PARTNERSHIP OR FIRM

In witness whereof, the Bidder has executed this Bid Form this 15th day of November, 2022.

Shaina Flack

Witness

[Signature]
Signature of Owner

KILOWATT ELECTRIC COMPANY

Printed Name of Corporation,
Partnership, Firm

EDWARD FLACK

Printed Name of Owner

1700 NW 22ND AVE

Business Address

POMPANO BEACH, FL 33069

City/State/Zip

(954) 975-8200

Business Phone Number

Diane Garlinghouse

Witness

ACKNOWLEDGEMENT

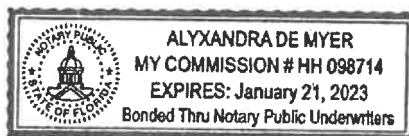
State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 15th day of November, 2022,
by Edward D Flack (Name), President (Title) of Kilowatt Electric Company (Name of Company) who is personally known to me or
who has produced _____ as identification and who did (did not) take an
oath.

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC



Alyxandra demyer
(Name of Notary Public: Print, Stamp,
or type as Commissioned)



QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Coral Springs
Purchasing Manager

ADDRESS: City Hall
9500 West Sample Road
Coral Springs, Florida 33065

SELECT ONE

SUBMITTED BY: **EDWARD FLACK**
NAME **KILOWATT ELECTRIC COMPANY**

☒ Corporation
☐ Partnership
☐ Individual
☐ Other

ADDRESS: **1700 NW 22ND AVE**
POMPANO BEACH, FL 33069

TELEPHONE NO. **954-975-8200**

FAX NO. **954-975-9946**

E-MAIL ADDRESS: **EDDIE_FLACK@KILOWATT-ELECTRIC.COM**

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: **KILOWATT ELECTRIC COMPANY**

The address of the principal place of business is: **1700 NW 22ND AVE**
POMPANO BEACH, FL 33069

2. If Bidder is a corporation, answer the following:

- a. Date of Incorporation: MARCH 25, 1993
- b. State of Incorporation: FLORIDA
- c. President's name: EDWARD FLACK
- d. Vice President's name: EDWARD FLACK
- e. Secretary's name: SHAINA FLACK
- f. Treasurer's name: NA

g. Name and address of Resident Agent:

EDWARD FLACK
18604 MACH ONE DR
PORT ST LUCIE, FL 34987

3. If Bidder is an individual or a partnership, answer the following:

- a. Date of organization: _____
- b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

29 Years

a. Under what other former names has your organization operated?

NA

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. **Please attach certificate of competency and/or state registration.**

EC13001961

8. Have you personally inspected the site of the proposed work?
(Y) Y (N) _____
9. Do you have a complete set of documents, including drawings and addenda?
(Y) Y (N) _____
10. Did you attend the Pre-Bid Conference if any such conference was held?
(Y) _____ (N) X _____
11. Have you ever, failed to complete any work awarded to you? If so, state when, where and why?

NO

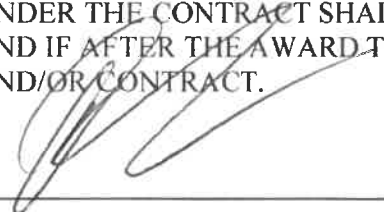
12. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.
NO
13. Lawsuits involving the entity submitting the response (Corporation, Partnership, LLC, or any other form of legal entity) or individuals with more than 10% of interest in the entity.
- a. List all pending lawsuits:

NA

- b. List all lawsuits which have been completed within the past five (5) years:

NA

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.



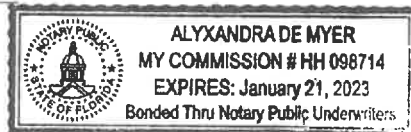
Signature

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 15th day of November 2022, 2022 by Edward D Flack of Kilowatt Electric Company, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.


NOTARY PUBLIC



Alyxandra de Myer
(Name of Notary Public: Print, Stamp,
or type as Commissioned)



REFERENCES

In order to receive Bid Award consideration on the proposed bid, this "References sheet" must be completed and returned with your bid. This information may be used in determining the Bid Award for this contract.

Bidder (company name): KILOWATT ELECTRIC COMPANY
Address: 1700 NW 22ND AVE
Telephone No.: (954) 975-8200 Fax No.: (954) 975-9946
Contact person: EDWARD FLACK Title: PRESIDENT
Number of years in business: 29 Years
E-mail Address: EDDIE_FLACK@KILOWATT-ELECTRIC.COM
Address of nearest facility: 1700 NW 22ND AVE, POMPANO BEACH, FL 33069

Provide five (5) companies or governmental agencies where these services have been provided to in the last year.

1. Company Name: SILVER SPRINGS NETWORKS
Address: 555 BROADWAY STREET, REDWOOD CITY, CA
Contact Person: DOUG IMBERMAN Title: PROJECT LEAD
Telephone No.: (650) 839-4000X50202 Email: _____
Scope of Work: _____
Project Dates (Month & Year): MARCH 2008 - CURRENT
Contract Amount: \$ _____ Change Orders (Y/N) _____
2. Company Name: BLUESTREAM COMMUNICATIONS
Address: 12409 NW 35TH STREET, CORAL SPRINGS, FL 33065
Contact Person: SKIP BUCK Title: _____
Telephone No.: (772) 216-7486 Email: sbuck@bluestreamfiber.com
Scope of Work: INSTALL CABLE PEDASTALS
Project Dates (Month & Year): _____
Contract Amount: \$ _____ Change Orders (Y/N) _____
3. Company Name: TEP DESIGN BUILD
Address: 326 TRYON RD, RALEIGH, NC 27603
Contact Person: JASON RUDD Title: PROJECT MANAGER
Telephone No.: ((772) 501-2096 Email: JDRUDD@TEPGROUP.NET
Scope of Work: INSTALL SMALL CELL NODES FOR VERIZON
Project Dates (Month & Year): 2020 - CURRENT
Contract Amount: \$ _____ Change Orders (Y/N) _____

4. Company Name: CITY OF CORAL SPRINGS
Address: 9551 SAMPLE ROAD, CORAL SPRINGS, FL
Contact Person: FRANK GROSS Title:
Telephone No: () Email: FGROSS@CORALSPRINGS.GOV
Scope of Work: LICENSED ELECTRICAL CONTRACTOR
Project Dates (Month & Year): 1999 - CURRENT
Contract Amount: \$ Change Orders (Y/N)
5. Company Name: CITY OF OAKLAND PARK
Address: 5100 NE 12TH TERRACE, OAKLAND PARK, FL 33334
Contact Person: DONTE WILLIAMS Title: STREETS FOREMAN
Telephone No: (954) 589-9470 Email: DONTEW@OAKLANDPARKFL.GOV
Scope of Work: LICENSED ELECTRICAL CONTRACTOR
Project Dates (Month & Year):
Contract Amount: \$ Change Orders (Y/N)
6. Company Name:
Address:
Contact Person: Title:
Telephone No: () Email:
Scope of Work:
Project Dates (Month & Year):
Contract Amount: \$ Change Orders (Y/N)
7. Company Name:
Address:
Contact Person: Title:
Telephone No: () Email:
Scope of Work:
Project Dates (Month & Year):
Contract Amount: \$ Change Orders (Y/N)
8. Company Name: (772) 216-7486
Address:
Contact Person: Title:
Telephone No: () Email:
Scope of Work:
Project Dates (Month & Year):
Contract Amount: \$ Change Orders (Y/N)



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FLACK, EDWARD DEAN

KILOWATT ELECTRIC COMPANY
1700 NW 22 AVE
POMPANO BEACH FL 33069

LICENSE NUMBER: EC13001961

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



KILOELE-03

MCFADDENT

DATE (MM/DD/YYYY)

11/11/2022

CERTIFICATE OF LIABILITY INSURANCE

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).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Tanesha McFadden

PHONE (A/C, No, Ext): (321) 257-7974

FAX (A/C, No):

E-MAIL ADDRESS: Tanesha.McFadden@ioausa.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Continental Insurance Company

35289

INSURER B: LUBA Casualty Insurance Company

12472

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Kilowatt Electric Company
1700 Northwest 22nd Avenue
Pompano Beach, FL 33069

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	☒ COMMERCIAL GENERAL LIABILITY			7033814180	6/2/2022	6/2/2023	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☒ PROJECT ☐ LOC						
	OTHER:						
A	☒ AUTOMOBILE LIABILITY			7033803292	6/2/2022	6/2/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						
	☐ NON-OWNED AUTOS ONLY						
A	☒ UMBRELLA LIAB			7033814440	6/2/2022	6/2/2023	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB						AGGREGATE \$ 5,000,000
	☐ DED ☒ RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC307-0123529-2022A	12/1/2022	12/1/2023	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			7033814180	6/2/2022	6/2/2023	Scheduled w/2500 DED 210,031

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

City of Coral Springs
9500 West Sample Road
Coral Springs, FL 33065

ACORD 25 (2016/03)

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My Company Account

My Company Profile

Company Information

Company Name

Kilowatt Electric Company

Doing Business As (DBA) Name

Kilowatt Electric Company

Company ID

2020167

Enrollment Date

Nov 11, 2022

Employer Identification Number (EIN)

650406974

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

20 to 99

NAICS Code

Agreement with Kilowatt Electric Company

Final Audit Report

2022-12-28

Created:	2022-12-28
By:	Miguel Machuca (mmachuca@coralsprings.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQS0ityL3wviMKqwx5hlAJTmHxL0nNbr

"Agreement with Kilowatt Electric Company" History

-  Document created by Miguel Machuca (mmachuca@coralsprings.org)
2022-12-28 - 8:00:23 PM GMT- IP address: 24.233.167.201
-  Document emailed to edward flack (eddie_flack@kilowatt-electric.com) for signature
2022-12-28 - 8:01:40 PM GMT
-  Email viewed by edward flack (eddie_flack@kilowatt-electric.com)
2022-12-28 - 8:05:20 PM GMT- IP address: 174.205.99.200
-  Document e-signed by edward flack (eddie_flack@kilowatt-electric.com)
Signature Date: 2022-12-28 - 9:44:47 PM GMT - Time Source: server- IP address: 69.162.16.16
-  Document emailed to cgomez@coralsprings.gov for signature
2022-12-28 - 9:44:50 PM GMT
-  Email viewed by cgomez@coralsprings.gov
2022-12-28 - 11:41:37 PM GMT- IP address: 174.211.170.114
-  Signer cgomez@coralsprings.gov entered name at signing as Christina Gomez
2022-12-28 - 11:42:21 PM GMT- IP address: 174.211.170.114
-  Document e-signed by Christina Gomez (cgomez@coralsprings.gov)
Signature Date: 2022-12-28 - 11:42:23 PM GMT - Time Source: server- IP address: 174.211.170.114
-  Agreement completed.
2022-12-28 - 11:42:23 PM GMT



Town Commission Agenda Item Report

Meeting Date: October 22, 2024

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

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2024-47: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH FLYNN ENGINEERING SERVICES, P.A. FOR TOWN ENGINEERING SERVICES PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2024-07-02; PROVIDING FOR AUTHORIZATION, IMPLEMENTATION, AND AN EFFECTIVE DATE.

Explanation: The Town released a Request for Qualifications (“RFQ”) on July 24, 2024 for Town Engineer and received 2 qualified responses on the deadline of August 9, 2024. The Commission selected our current Town Engineer, Flynn Engineering Services, PA, as the more qualified firm. Flynn Engineering has historically provided the Town excellent service and, as a business located in town, is always available at a moment's notice. At the September 12, 2024 meeting, the Commission directed the Town Manager to negotiate a contract with Flynn Engineering, PA for Town Engineer Services.

The negotiated contract provides the following items:

1. A five-year term with two, two-year optional renewal periods;
2. Prices are locked for the first four years of the contract. In the final year of the contract a 5% increase will be given, after which each renewal period will be subject to a yearly CPI increase or 5% whichever is lower.
3. The Town Engineer will be paid an hourly rate, or we can negotiate a lump sum amount for project work;
4. A “most favored rates” clause that provides if Flynn offers lower rates to other clients, than the lower rates apply to the Town. At this time, the Flynn Engineering continues to provide the Town with below market rates for these services.
5. Guidelines to ensure timeliness and responsiveness when performing plan review.

Below are the hourly rates proposed for the initial contract period which are 5% increase from our current contract but remain well below market rate.

Position	Rate
Firm Principal	\$281
Professional Engineer	\$237
Graduate Engineer	\$198
Computer Drafter	\$143
Clerical	\$77
Expert Witness/Litigation Support	\$386
Sr Planner	\$198
Jr Planner	\$154
Engineering Intern	N/A

Recommendation: Approve Resolution 2024-47, approving an agreement with Flynn Engineering Services, P.A. for Town Engineering Services.

Exhibits:

1. Resolution 2024-47-Town Engineer Flynn Contract

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A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH FLYNN ENGINEERING SERVICES, P.A. FOR TOWN ENGINEERING SERVICES PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2024-07-02; PROVIDING FOR AUTHORIZATION, 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”) 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, on September 12, 2024, the Town Commission adopted Resolution No. 2024-38 selecting Flynn Engineering as the most qualified firm and authorizing the Town Manager to negotiate a continuing professional services agreement with Flynn Engineering; and

WHEREAS, the Town Manager has negotiated the agreement attached hereto as Exhibit “1” with Flynn Engineering (the “Agreement”); and

WHEREAS, the Town Commission desires to approve the Agreement and authorize the Village Manager to execute the Agreement with Flynn Engineering, in substantially the form attached hereto as Exhibit “1,” in an amount not to exceed budgeted funds; and

WHEREAS, the Town Commission finds that this Resolution is in the best interests of the Town.

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

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

Section 2. Approval. The Agreement with Flynn Engineering, attached hereto as Exhibit “1,” is hereby approved.

Section 3. Authorization. The Town Manager is hereby authorized to execute the Agreement with Flynn Engineering, in substantially the form attached hereto as Exhibit “1,” in an amount not to exceed budgeted funds, subject to the final approval of the Town Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. The Town Manager and appropriate Town officials are hereby authorized to take any necessary action to effectuate the intent of this Resolution.

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

PASSED AND ADOPTED this day of October 2024.

Mayor Edmund Malkoon

Attest:

Katrina Adler, Town Clerk
(CORPORATE SEAL)

58 APPROVED AS TO FORM:

59

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Susan L. Trevarthen, Town Attorney

CONTINUING PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TOWN OF LAUDERDALE-BY-THE-SEA
AND
FLYNN ENGINEERING SERVICES, P.A.

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 Flynn Engineering Services, P.A., a Florida profit corporation (the “CONSULTANT”).

WHEREAS, pursuant to Section 287.055, Florida Statutes, known as the Consultants’ Competitive Negotiation Act (“CCNA”), the TOWN issued Request for Qualifications No. 2024-07-02 (the “RFQ”) for Town Engineering Services; and

WHEREAS, on September 12, 2024, the Town Commission selected the CONSULTANT as the highest ranked firm and authorized the Town Manager to negotiate an agreement with the CONSULTANT; and

WHEREAS, on October 22, 2024, the Town Commission approved and authorized the Town Manager to enter into this Agreement; and

WHEREAS, the CONSULTANT is willing and able to perform the services for the TOWN within the basic terms and conditions set forth in this Agreement; and

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. SCOPE OF SERVICES

- 2.1 The CONSULTANT shall provide professional engineering services and serve as the Town Engineer for the TOWN, including oversight and administration of engineering related activities, as further described in the Scope of Services attached hereto as **Exhibit A** (the “Services”). CONSULTANT acknowledges and agrees that such services include coordination and technical support as required with the Town Commission, Town Manager, and other TOWN departments, public agencies, consulting engineers, and citizens.
- 2.2 In addition to the tasks outlined in **Exhibit A**, CONSULTANT and TOWN acknowledge that from time to time the TOWN may designate special projects to be completed by

CONSULTANT. All special projects assigned to CONSULTANT shall be approved by the Town Commission or Town Manager prior to the commencement of the project. CONSULTANT shall not commence any special project until a written Work Authorization has been issued. Special projects may include, but not be limited to, the following projects:

- a. Provide Civil Engineering Design for miscellaneous Town Projects,
- b. Provide project management or oversight on various construction projects, and
- c. Assist in the preparation of applications and supporting documents for government grants or loans.

2.3 When the need for services for a Work Authorization occurs, the Town Manager may 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 which includes those subjects specified in subsection 2.4 (a) through (g). The Town Manager or designated representative and CONSULTANT shall negotiate the terms of the Work Authorization in accordance with the provisions of this Section 2. The Contract Documents for each Work Authorization shall incorporate this Agreement.

2.4 The TOWN and CONSULTANT shall utilize a supplemental agreement referred to as a Work Authorization which will, by mutual agreement, set forth, among other things, the following:

- a. The Scope of Services;
- b. The tasks to be performed;
- c. The schedule to perform various tasks identified and the completion date of the entire scope of services;
- d. The amount and type of Compensation requested and the proposed payment schedule;
- e. The CONSULTANT's Project Manager and any subcontractors assigned to the Work Authorization;
- f. Any additional contractual requirements of Section 287.055, Florida Statutes, for consulting agreements; and
- g. Any modifications to the Work Authorization, if mutually agreed upon by the parties.

2.5 Upon the completion of each task assigned to CONSULTANT, CONSULTANT shall provide the applicable records to TOWN. All documents including, but not limited to, electronic files, drawings and specifications prepared in connection with the project constitute the work product of CONSULTANT and a portion of the instruments of service with respect to the project. However, CONSULTANT acknowledges that said documents are public records and the requirements of Florida Public Records law apply. Such documents and/or specifications constitute a portion of the integral services provided by

CONSULTANT and, as such, are not intended or represented to be suitable for reuse by TOWN or others or for extensions of the project or in connection with any other project.

- 2.6 CONSULTANT acknowledges that TOWN and CONSULTANT shall establish mutually agreeable performance standards to evaluate CONSULTANT's performance based upon responsiveness, quality of work, turn around time for the completion of required work and other standards agreed to by the parties. CONSULTANT and TOWN'S Director of Development Services or designee shall document in writing the performance standards to be utilized as contract administration guidelines.
- 2.7 The parties acknowledge and agree that for the purposes of this Agreement, Jay Flynn, P. E. is designated Town Engineer and Dennis Schultz, P.E., is designated as the Assistant Town Engineer. Nothing shall preclude CONSULTANT from using other members of the corporation; however, the designated Town Engineer and Assistant Town Engineer shall be the key persons assigned to this Agreement.

SECTION 3. COMPENSATION

- 3.1 The TOWN agrees to compensate CONSULTANT for services rendered on an hourly basis in accordance with the rates shown in **Exhibit B**. The hourly rates set forth in **Exhibit B** shall remain unchanged for the first four (4) years of the Agreement. In the fifth year, a 5% increase will be applied to the hourly rates. Thereafter, each renewal period will be subject to an annual increase based on the Consumer Price Index (CPI) or 5%, whichever is lower.
- 3.2 For services rendered under a Work Authorization, compensation may be based on the hourly rates specified in **Exhibit B** in accordance with Section 3.1 or a lump sum as specified in an approved Work Authorization. Each Work Authorization shall specify whether compensation will be on an hourly basis or lump sum, with a maximum amount of Compensation that may not be exceeded without additional approval from the TOWN
- 3.3 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.
- 3.4 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.

- 3.5 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.
- 3.6 The Town Manager is authorized to negotiate and execute a Work Authorization for projects in which the CONSULTANT'S services do not exceed \$25,000.00. Any services exceeding \$25,000.00 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.
- 3.7 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, 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. CHANGES TO WORK AUTHORIZATIONS

- 5.1 **Changes Permitted.** Changes in the Scope of Services of a Work Authorization consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the TOWN by a Work Authorization Amendment without invalidating the Work Authorization. Such changes must be contained in a written Work Authorization Amendment executed by the parties in accordance with the provisions of this Agreement, prior to any deviation from the terms of the Work Authorization, including the initiation of any extra work. The Compensation and/or the Completion time may be changed only by Work Authorization Amendment.
- 5.2 **Work Authorization Amendment Defined.** A Work Authorization Amendment shall mean a written order to the CONSULTANT executed by the TOWN, 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 Work Authorization Amendment or the issuance of a new Work Authorization.
- 5.3 **Effect of Executed Work Authorization Amendment.** The execution of a Work Authorization Amendment 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 Compensation or the completion time, or any combination thereof. The CONSULTANT, by executing the Work

Authorization Amendment, 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 Work Authorization Amendment. 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. PROFESSIONAL CONDUCT; CONFLICT OF INTEREST

- 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 it 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.

- 8.5 During the term of this Agreement, CONSULTANT agrees not to accept representation of another client that is regulated by or requires development approval from the TOWN or has interests that are directly adverse to TOWN'S interest.
- 8.6 CONSULTANT covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with TOWN. CONSULTANT further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONSULTANT or its employees, must be disclosed in writing to TOWN.

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, 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 15.
- 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

- 16.1 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:
- a. Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the general aggregate.
 - b. Workers' Compensation and Employer's Liability Insurance for all employees of CONSULTANT engaged in work under the Agreement in accordance with the laws of the State of Florida. CONSULTANT shall agree to be responsible for the employment, control, and conduct of its employees and for any injury sustained by such employees in the course of their employment.

- c. Comprehensive General Liability Insurance with the following minimum limits of liability: \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability per occurrence; \$2,000,000 in the general aggregate for Bodily Injury and Property Damage; \$2,000,000 general aggregate for Products/Completed Operations. Coverage shall specifically include the following endorsements with minimum limits not less than those required for Bodily Injury and Property Damage Liability per occurrence:
 - (1) Premises and Operations;
 - (2) Independent Contractors;
 - (3) Products and Completed Operations;
 - (4) Broad Form Property Damage;
 - (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
 - (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.
- d. Comprehensive Automobile Liability Insurance for all owned, non-owned, and hired automobiles and other vehicles used by CONSULTANT in the performance of the work with the following minimum limits of liability: \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability per occurrence.
- e. **Certificate of Insurance (EXHIBIT C).** 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 Certificate 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.

- 16.2 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.

- 16.3 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 CONSULTANT shall have 20 days to replace such insurance with an insurer who meets the acceptable insurance provider requirements as stated herein.
- 16.4 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 is solely responsible for use of unapproved 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

Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

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. CONTRACT DOCUMENTS; CONFLICTS

- 28.1 "Contract Documents" refers to this Agreement, inclusive of Exhibits A and B, respectively, the RFQ, the CONSULTANT's Proposal in response to the RFQ, Exhibit A, Exhibit B, and all specifications, Certificates of Insurance, any additional documents required to be submitted under this Agreement, and all written amendments issued on or after the effective date of this Agreement.
- 28.2 In the event of a conflict among the components of the Contract Documents, the following order of precedence shall apply: (1) this Agreement and any written amendments, (2) the documents required to be submitted hereunder, (3) the RFQ, and (4) the CONSULTANT's Proposal.
- 28.3 Each Contract Document referenced in this Agreement is an integral part of the Agreement. Contract Documents, even if not physically attached, are incorporated by reference and should be treated as part of this Agreement.

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 32. STATE REQUIRED CERTIFICATIONS/AFFIDAVITS.

By entering into this Agreement, the CONSULTANT agrees to review and comply with the following state affidavit requirements:

- 32.1 Public Entity Crimes Affidavit. CONSULTANT shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 32.2 Scrutinized Companies. CONSULTANT certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the TOWN may immediately terminate this Agreement at its sole option if the CONSULTANT is found to have submitted a false certification; or if the CONSULTANT is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the CONSULTANT certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, 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, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the TOWN may immediately terminate this Agreement at its sole option if the CONSULTANT is found to have submitted a false certification; or if the CONSULTANT is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- 32.3 E-Verify Affidavit. 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.

- 32.4 Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the CONSULTANT acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.
- 32.5 Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the CONSULTANT acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXHIBIT A
SCOPE OF SERVICES

1. CONSULTANT shall perform, among other items, the below tasks essential to the Town Engineer Position.
 - a. Provide professional engineering services normally performed by a Town Engineer.
 - b. Act as the Town's certified Floodplain Manager to review all substantial improvement permits for compliance with all applicable codes.
 - c. Attend Town Commission meetings when requested.
 - d. Attend meetings with and on behalf of the Town to respond to engineering-related projects and issues.
 - e. Attend project review meetings with Town staff.
 - f. Assist in the preparation of the Capital Improvement Budget by providing cost estimates for a variety of capital projects if requested.
 - g. Respond to queries from residents pertaining to Town engineering matters when requested by Town.
 - h. Review and approve plats, plat exemptions and plat waivers in the capacity of Town Engineer.
 - i. 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.
 - j. Review and approve permits for work in the public rights-of way and inspect the completed work.
 - k. Review and approve building permit submittals for engineering related activities and inspect the completed work.
 - l. Prepare agenda and other reports as required.
 - m. Review and approve water, sewer, paving, and drainage plans for compliance with Town Engineering Standards and other related applicable standards.
 - n. Provide value engineering reviews and constructability analyses of designs prepared for Town projects;

- o. Direct, review, and approve in-house construction projects, including final design plans;
 - p. Provide technical administration as required.
 - q. Review, certify and approve payments to contractors;
 - r. Consult with Town on construction projects; and,
 - s. Meet with officials from Federal, State and County Agencies and other cities on behalf of the Town.
 - t. Prepare and submit permit applications, meet with permitting agencies as necessary to acquire permits, and submit final permit reports.
 - u. Review Land Development Code requirements.
 - v. Review Development Services applications when requested.
2. The CONSULTANT shall adhere to the following performance standards to ensure timely and efficient processing of all plan submissions and communications with the TOWN and its applicants. These standards establish clear expectations for response times, plan review durations, communication protocols, and escalation procedures. The CONSULTANT shall perform its services with diligence and in accordance with the agreed timelines, maintaining open and proactive communication with the TOWN and applicants. Any deviations from these standards shall be promptly addressed through the escalation procedures set forth herein.
- a. Response Time
 - i. Acknowledgment of Request: The CONSULTANT should acknowledge the receipt of submitted plans within 1-2 business days.
 - ii. Initial Review Timeline: Conduct and complete an initial review of the plans within a standard period (e.g., 3-5 business days) depending on the project's complexity.
 - iii. Revision Turnaround: Provide feedback on revisions within 2 business days.
 - b. Communication
 - i. Client Queries: Respond to applicant questions or clarifications within 1-2 business days.
 - c. Turnaround Time for Specific Project Types
 - i. Residential Plans: Complete review within 3 business days.
 - ii. Commercial Plans: Complete review within 5-7 business days.
 - iii. Infrastructure Projects: Complete review within 7-10 business days.
 - d. Escalation Procedures
 - i. Issue Escalation: Any delays beyond agreed timelines are escalated to management for immediate action within 24-48 hours of the breach.

- ii. Priority Handling: Critical projects with tight deadlines can be escalated for faster turnaround, subject to agreement.
- 3. The essential job functions listed in this Scope of Services are not to be construed as a complete statement of all duties to be performed; the CONSULTANT may be required to perform other job-related duties as required.
- 4. CONSULTANT acknowledges and agrees that the Town Manager designee, the Director of Development Services, or their designee, is the individual on behalf of the TOWN responsible for coordinating the work to be completed by the CONSULTANT.
- 5. The CONSULTANT acknowledges and agrees that the TOWN will not provide permanent administrative support or office space for this position. However, space will be provided for building permit review.

**EXHIBIT B
RATE SCHEDULE**

Position	Rate
Firm Principal	\$281
Professional Engineer	\$237
Graduate Engineer	\$198
Computer Drafter	\$143
Clerical	\$77
Expert Witness/Litigation Support	\$386
Sr Planner	\$198
Jr Planner	\$154
Engineering Intern	N/A



CERTIFICATE OF LIABILITY INSURANCE

FLYNENG-01

EXHIBIT C

RJONES

DATE (MM/DD/YYYY)

10/17/2024

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).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:		
	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279	
	E-MAIL ADDRESS: admin@amesgough.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Continental Casualty Company (CNA) A, XV	20443	
INSURED Flynn Engineering Services PA 241 Commercial Boulevard Lauderdale By The Sea, FL 33308	INSURER B : National Fire Insurance Company of Hartford A(XV)	20478	
	INSURER C : Transportation Insurance Company A(XV)	20494	
	INSURER D : Underwriters At Lloyds of London	15642	
	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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			6076166562	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			6076218188	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000			6081521811	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / N ☒ N / A If yes, describe under DESCRIPTION OF OPERATIONS below			6025161446	4/1/2024	4/1/2025	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liab.			CAE00046-00	4/1/2024	4/1/2025	Per Claim/Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
re: Lauderdale by the Sea Town Engineer 2024

Town of Lauderdale by the Sea is included as additional insured with respect to General Liability, Automobile Liability, and Umbrella Liability when required by written contract. 30-day Notice of Cancellation will be issued for the Professional Liability policy in accordance with policy terms and conditions. Umbrella follows form over General Liability, Auto Liability, Employers Liability.

CERTIFICATE HOLDER**CANCELLATION**

Town of Lauderdale by the Sea Municipal Services 4501 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



Town Commission Agenda Item Report

Meeting Date: October 22, 2024

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

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2024-48: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE PURCHASE OF REPLACEMENT HARDWARE PURSUANT TO A PIGGYBACK AGREEMENT WITH DSS MANAGEMENT OF FLORIDA, LLC, DBA EVOLVTEC FOR CCTV SECURITY CAMERA MAINTENANCE SERVICES; AUTHORIZING THE TOWN MANAGER TO EXPEND ANY ADDITIONAL TOWN FUNDS WITHIN THE MANAGER'S PURCHASING AUTHORITY BUDGETED FOR THIS PROJECT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

Explanation: The Town approved a video camera system to enhance security in the Town in 2018. The beach environment is harsh and many of the cameras have outlived their useful life and need to be replaced, while others are in need of maintenance to work properly. The original company with whom we contracted was non-responsive and the Town searched for a viable alternative to that company. At the October 8th Commission Meeting, the Commission approved a camera maintenance piggyback agreement with Evolvtec as Phase One to allow the town to purchase and install equipment as needed for the upkeep of the system. Tonight's request is to replace the malfunctioning cameras and antennas which, when completed, will bring the system fully back online.

In order to accomplish this we are requesting the Town Commission to approve the purchase of replacement hardware separately because our piggyback agreement with Evolvtec is governed by the Oakland Park contract, and Article II of that contract stipulates that replacement hardware be billed separately with a fixed markup not exceeding 18%, and a rate of \$90 per hour for new installations and modifications. The equipment will take 6–8 weeks to arrive and installation will take approximately 3 weeks. We anticipate the system being fully operational within the 1st quarter of 2025.

Going forward, we will be able to utilize the rates set forth in the agreement for the purchase and installation of any additional equipment. The Resolution also acknowledges that the Town Manager is authorized to expend future funds within the Manager's purchasing authority pursuant to the budget in order to maintain and improve the system. Due to the favorable rates in the contract, we were able to save approximately 16% (\$13,170) on the initial quote that was provided to us. The cost for Phase Two is \$67,180.50 and this item is budgeted for in the CIP

account# 310-519000-500640 Capital Outlay-Equipment and machinery.

Recommendation: Approve Resolution 2024-48, approving the purchase of replacement hardware pursuant to the piggyback agreement and authorizing the Town Manager to expend additional budgeted funds within the Town Manager's purchasing authority.

Exhibits:

1. Resolution 2024-48 Camera Equipment Purchase

RESOLUTION NO. 2024-48

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE PURCHASE OF REPLACEMENT HARDWARE PURSUANT TO A PIGGYBACK AGREEMENT WITH DSS MANAGEMENT OF FLORIDA, LLC, DBA EVOLVTEC FOR CCTV SECURITY CAMERA MAINTENANCE SERVICES; AUTHORIZING THE TOWN MANAGER TO EXPEND ANY ADDITIONAL TOWN FUNDS WITHIN THE MANAGER'S PURCHASING AUTHORITY BUDGETED FOR THIS PROJECT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

WHEREAS, on October 8, 2024, the Town of Lauderdale-By-The-Sea (the "Town") approved a piggyback agreement with DSS Management of Florida, LLC, d/b/a EvolvTec (the "Contractor"), for the provision of camera monitoring and maintenance services, incorporating the terms and conditions of the City of Oakland Park contract awarded pursuant to Invitation to Bid No. 091520 (the "Piggyback Agreement"); and

WHEREAS, upon review of the Town's existing hardware devices, which include cameras, antennas, switches, nvr/dvr's and the associated computer system, the Town identified various hardware devices that require replacement for the continued operation and maintenance of the Town's security camera systems (the "Equipment"); and

WHEREAS, Article II of the City of Oakland Park contract, which is incorporated in the Piggyback Agreement, requires that replacement hardware be billed separately with a fixed markup at a rate no greater than 18%; and

WHEREAS, the Contractor has provided a quote, attached hereto as Exhibit "A" (the "Quote") for the Equipment and installation services; and

WHEREAS, pursuant to the Piggyback Agreement, the Town desires to approve the purchase of the Equipment and installation services consistent with the Quote attached hereto as

Exhibit “A”, and further understands and acknowledges that the Town Manager will be making additional purchases pursuant to this contract within her purchasing authority as budgeted; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve the purchase pursuant to the Piggyback Agreement.

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

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

Section 2. Approval and Authorization. The Town Manager is hereby authorized to purchase the Equipment and installation services consistent with the Quote 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. The Town Manager may also expend any additional budgeted Town funds within the Manager’s purchasing authority.

Section 3. 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 4. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this _____ day of _____, 2024.

Mayor Edmund Malkoon

Attest:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Quote

Quote Number: 100

 Payment Terms:
 Expiration Date: 10/31/2024

Quote Prepared For

Ken Rubach
Lauderdale-By-The-Sea
 4501 N Ocean Drive
 Lauderdale-By-The-Sea, FL 33308
 United States
 Phone:(954) 640-4200
 ken@lauderdalebythesea-fl.gov

Quote Prepared By

Elisabeth Havlicek
DSS Management of Florida LLC, DBA Evolvtec
 1900 NW 32nd Street, Ste A
 Pompano Beach, FL 33064
 United States
 Phone:954-587-5521
 Fax:
Elisabeth.Havlicek@evolvtec.com

Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
One-Time Items					
1)	11	Tarana Subscriber 35-0128-001 Tarana 5.8 GHz Residential Node (RN), FCC 35-0128-001	\$763.93	\$763.93	\$8,403.23
2)	11	Tarana Subscriber Mount Acc Tarana Subscriber Mount Accessories	\$122.84	\$122.84	\$1,351.24
3)	35	Outdoor Electrical Box Outdoor Electrical Box with Thermostat and Fan, Cold-Rolled Steel Plate, Aluminum Alloy Back Beam, One-Piece Ventilation Design, Waterproof, Wall/Pole Mounted. (17.8" x 14" x 7.9"&Thermostat)	\$200.60	\$200.60	\$7,021.00
4)	35	Surge Protector USW-Industrial (430W)	\$74.34	\$74.34	\$2,601.90
5)	2	Radwin PtP Base RW-2U50-E1MM Radwin PtP Base RW-2U50-E1MM RW2000/ODU/E/F50/WW/INT Integrated Radio unit 4.9-6GHz, for all regulations	\$1,548.75	\$1,548.75	\$3,097.50
6)	1	Radwin AC PoE Injector RW-9921-4002 Radwin AC PoE Injector RW-9921-4002 Indoor AC POE device for RADWIN radios, with 2.5GBE interface, supports power range of 100-240VAC nominal range. 90-264VAC max range; US wiring. Includes power cable.	\$77.88	\$77.88	\$77.88
7)	2	Radwin Lighting Protection Unit RW-9924-0108 Radwin Outdoor Lightning Protection Unit for 10/100/1000/2500 Base-T PoE surge protector (including 0.5m CAT5e cable and stainless steel pole mounting band) RW-9924-0108	\$52.51	\$52.51	\$105.02
8)	6	Radwin Grounding Cable 3FT 82-9003GND Radwin Grounding Cable 3FT 82-9003GND	\$10.20	\$10.20	\$61.20
9)	1	Radwin Switch IDU-SI RW-7400-8008 Radwin Switch IDU-SI RW-7400-8008 IDU-SI, 8 x Ethernet Ports, 2 x	\$1,039.70	\$1,039.70	\$1,039.70

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
		SFP+ Ports, 1000 BaseT Interface, Extended Temperature - DIN rail mount included			
10)	1	Radwin AC power adaptor IDU-SI Radwin AC power adaptor IDU-SI AC Power Adaptor (90-240VAC to 54VDC) for IDU-H and IDU-S/SI up to 480W RW-9921-0086	\$393.83	\$393.83	\$393.83
11)	3	Radwin PtMP Base Radwin PtMP Base	\$1,400.00	\$1,400.00	\$4,200.00
12)	18	Radwin Subscriber Radwin Subscriber	\$560.00	\$560.00	\$10,080.00
13)	20	ENS Emerald IP camera EM-IPCV4B3-F28-FC-M EM-IPCV4B3-F28-FC-M IP camera,4MP@25fps,Fixed Lens Mini Bullet 2.8mm,1/3",IR(98ft),White LED (98ft),Full color,True WDR, Built-in Mic&Speaker, Starlight, SD card	\$159.30	\$159.30	\$3,186.00
14)	1	Miscellaneous Miscellaneous	\$3,402.00	\$3,402.00	\$3,402.00
15)	10	Miscellaneous Rent Lift Truck	\$236.00	\$236.00	\$2,360.00
16)	220	Labor Labor	\$90.00	\$90.00	\$19,800.00
One-Time Total				\$67,180.50	
Payment Terms: 50% due at signing 25% due at start date 25% due when finished			Subtotal		\$67,180.50
Total Taxes				\$0.00	
Total				\$67,180.50	

Authorizing Signature _____

Date _____

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.